December 14, 2013

Marlene H. Dortch, Secretary Federal Communications Commission Office of the Secretary 445 12th Street, SW Washington, DC 20554

Request for Waiver and Ammended Funding

RE: CC Docket No. 02-6 and CC Docket 96-45

Administrator's Decision on Appeal – Funding Year 2013-2014

Applicant Name: E-Institute Metro Center

Billed Entity Number: 16051373 Form 471 Application Number: 881182

Funding Request Numbers: 2479607 and 2484398 USAC Correspondence Dated: November 21, 2013

USAC denied the appeal because an increase in funding was requested and they are not allowed to authorize that type of request.

Funding Commitment Request Explanation:

Both FRN's listed above were funded for the current year with the understanding that the service provider would change from the current one to Cox communications on July 1, 2013

During the preparation of the 471 for the current funding year, Cox Arizona Telecom, LLC. (Spin 143014467) was selected over their current provider, Electric Lightwave LLC, (Spin 143000131) because the cost was going to be lower. The school has a multiyear agreement which was approved in funding year 2013, (FRN 2352478 and FRN 2352516 from application 834736) and the old provider was not going to penalize the school for changing.

As the time came to make the change of service providers, the building was undergoing a change of ownership. Due to this change being in progress, Cox Arizona was not allowed by the building owners to connect their services. Initially, the school was told that this would be a short time problem, but now it appears that the service will not be connected at all this year.

The school does realize that an operational spin change could be used to change the service provider, however, there would be no change in the amount of funding approved, and the difference is significant. Therefore the school is requesting that USAC allow them to change both the provider and requested amount for service for the current funding year.

The monthly cost for internet would be changed to \$2300 per month and the amount for telecomm would be changed to \$150 per month.

the 2013 - 2014 funding year was submitted on Feb. 23, 2013. There were some billing issues and concerns that occurred prior to the funding approval May 29, 2013, but it was after the 60 day limit that everything came to a head and CenturyLink shut off the service to the school.

At this point, the school and service provider are trying to work through the issues around how the school was misled about the amount, but the service provider is standing firm on the monthly amount. The school has agreed to pay the underpayment, but it has put them in a difficult financial position. We believe that had the school known that the actual billing amount was going to be at the \$3800 monthly level, they would have asked for that in the 471 and since the bidding process was followed according to the rules of USAC, they would have been approved at that level for both funding years.

Along with this letter we have included the following documents for clarification of the persons responsible to review this request:

Copy of District Appeal
Copy of Administrator's Decision on Appeal
Letter of Agency for Etechco, Inc.
Copy of Contract

Richard Van Sille

Richard Van Sickle

Consultant for E-Institute Metro Center

November 17, 2013

Letter of Appeal Schools and Libraries Division – Correspondence Unit 100 S. Jefferson Road P.O. Box 902 Whippany, NJ 07981

This is an official letter of appeal of The Funding Commitment Decision Letter which was dated November 6, 2012. This letter approved funding for both telephone and internet access with Cox Arizona Telecom, LLC (SPIN 143014467). The applicant would like to change both the provider and amount on the services due to the inability of the requested provider to give service.

Billed Entity Name – E-Institute Metro Center Form 471 Application Number – 881182 Billed Entity Number – 16051373 FCC Registration Number – 0019183698

In the decision from USAC both FRN 2479607 and FRN 2484398 were approved as submitted.

Explanation of Appeal

During the preparation of the 471 for the current funding year, Cox Arizona Telecom, LLC. (Spin 143014467) was selected over their current provider, Electric Lightwave LLC, (Spin 143000131) because the cost was going to be lower. The school has a multiyear agreement which was approved in funding year 2013, (FRN 2352478 and FRN 2352516 from application 834736) and the old provider was not going to penalize the school for changing.

As the time came to make the change of service providers, the building was undergoing a change of ownership. Due to this change being in progress, Cox Arizona was not allowed by the building owners to connect their services. Initially, the school was told that this would be a short time problem, but now it appears that the service will not be connected at all this year.

The school does realize that an operational spin change could be used to change the service provider, however, there would be no change in the amount of funding approved, and the difference is significant. Therefore the school is requesting that USAC allow them to change both the provider and requested amount for service for the current funding year.

The monthly cost for internet would be changed to \$2300 per month and the amount for telecomm would be changed to \$150 per month.

| It ar | ıy furthei | rintormation | is needed | d with this appeal | , the schoo | l would | be more | than | happy | to provid | Je. |
|-------|------------|--------------|-----------|--------------------|-------------|---------|---------|------|-------|-----------|-----|
|-------|------------|--------------|-----------|--------------------|-------------|---------|---------|------|-------|-----------|-----|

Sincerely,

Richard Van Sickle

Consultant for E-Institute Metro Center 10 E. Jefferson Street Colorado Springs, CO 80907 719-216-2012 etechco@comcast.net Richard Van Sickle E-Institute Metro Center 10 E. Jefferson Colorado Springs, CO 80907

Billed Entity Number:

16051373

Form 471 Application Number: Form 486 Application Number:

881182



Universal Service Administrative Company

Schools & Libraries Division

Administrator's Decision on Appeal - Funding Year 2013-2014

November 21, 2013

Richard Van Sickle E-Institute Metro Center 10 E. Jefferson Colorado Springs, CO 80907

Re: Applicant Name:

E-INSTITUTE METRO CENTER

Billed Entity Number:

16051373

Form 471 Application Number:

881182 2479607, 2484398

Funding Request Number(s): Your Correspondence Dated:

November 17, 2013

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2013 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s):

2479607, 2484398

Decision on Appeal:

Denied

Explanation:

 On appeal you have requested an increase in funding. The record shows that USAC has approved the funding for the dollar amounts requested by the applicant on Block 5 of the FCC Form 471 application. Corrections can not be made to the Form 471 once an application has been committed unless there was an error on the part of USAC. Increasing the original requested amount is tantamount to requesting funds not included on the original Form 471. Consequently, the appeal is denied.

Your appeal requests additional funds that were not included in the FCC Form 471 that you are appealing. FCC rules require that funding requests must be submitted via an FCC Form 471. See 47 C.F.R. sec. 54.504(a). Considerations for funding requests depend on the date the FCC Form 471 is received and the

amount of funds available if it is received after the close of the filing window. See 47 C.F.R. sec. 54.507(g)(1)(i)-(v). The FCC directed USAC to allow applicants to amend their forms to correct clerical and ministerial errors on their FCC Forms 470, FCC Form 471 applications, or associated documentation until an FCDL is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error. See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order, FCC 11-60 para. 5 (rel. April 14, 2011). Additional correctable errors can be found in the FCC Order DA 10-2354. See Requests for Waiver and Review of Decisions of the Universal Service Administrator by Ann Arbor Public Schools, Ann Arbor, Michigan, et al., Schools and Libraries Universal Service Support Mechanism, File Nos. SLD-542873, et al., CC Docket No. 02-6, Order, DA 10-2354 para. 2 (rel. December 16, 2010).

The FCC's Bishop Perry Order directed USAC "to provide all E-rate applicants with an opportunity to correct ministerial and clerical errors on their FCC Form 470 or FCC Form 471, and an additional opportunity to file the required certifications" without posting new FCC Forms 470 and 471. See Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, New Orleans, Louisiana, et al., Schools and Libraries Universal Service Mechanism, File Nos. SLD-487170, et al., CC Docket No. 02-6, Order, 21 FCC Rcd 5316-5317, FCC 06-54 para. 23 (May 19, 2006) (Bishop Perry Order). As a result, USAC sends an applicant a Receipt Acknowledgement Letter (RAL) when the FCC Form 471 has been successfully data entered and provides the applicant with an opportunity to make allowable corrections to its FCC Form 471. See Ministerial & Clerical Errors posted in the Reference Area of the SLD section of the USAC website. Per the FCC's directive, applicants should be allowed to amend their forms to correct clerical and ministerial errors until an Funding Commitment Decision Letter (FCDL) is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error. See Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order, FCC 11-60 para. 5 (rel. April 14, 2011). Additional correctable errors can be found in the FCC Order DA 10-2354. See Requests for Waiver and Review of Decisions of the Universal Service Administrator by Ann Arbor Public Schools, Ann Arbor, Michigan, et al., Schools and Libraries Universal Service Support Mechanism, File Nos. SLD-542873, et al., CC Docket No. 02-6, Order, DA 10-2354 para. 2 (rel. December 16, 2010).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options

for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division Universal Service Administrative Company

cc: Timothy Smith



Integra Telecom* 3540 E Baseline Rd, Suite 150 Phoenix, AZ 85042 Phone 602-889-6000 Fax 602-889-6086

| Street A City / Star | Name: Learning Matters Education ddress: 1815 E Southern Ave te/ Zip: Tempe umber: -602-439-5026 490 hone#UN | | AZ 9 – 63 | 8 | chool at | Tempe | Order Servic | integral r Date: e Term: o Code: | 3 | com /15/2012 6 Months Select |
|--|--|---------|-------------------|-------------------------------|----------|--------------------------|-----------------|---|-------------------------------------|---------------------------------------|
| | GSA Schedule Con | troot l | lumbar | | | 0 000 | | o Code: | - | Select |
| SIP SOLU | | itracti | vumber | G535F0142 | :х | | ICB | Code: | AZ 1 | 1087 022012 |
| T1 Access | Business Lines | | lonthly Charge | Monthly Charge Discount | Activati | on Charge | Quantity | Mo | mated nthly rges ¹ | Activation Charges |
| Access Bandwidth | 36 Month | \$ | 240.00 | | \$ | | 4 | \$ | 960.00 | \$ - |
| Access Bandwidth (Additional) | Promo - Add'l SIP T1 Access | \$ | - | | \$ | | 0 | \$ | - | \$ - |
| Network Notification Service | | \$ | - | | \$ | | | \$ | :•): | \$ - |
| Network Utilization Monitoring | | \$ | - | | \$ | • | | \$ | | \$ - |
| Internet Access | Yes - Internet Access | No C | Charge | | | | | | | |
| IP Addresses | Bundle of 4 | \$ | - | | \$ | | 1 | \$ | - | \$ - |
| SIP Business Line | Plan A | \$ | 10.00 | | \$ | - | 8 | \$ | 80.00 | \$ - |
| | Select | \$ | - | | \$ | | | \$ | | \$. |
| Remote Location Service | | \$ | - 1 | | \$ | | | \$ | - | \$ - |
| Market Expansion DID Service | | \$ | | | \$ | | | \$ | - | \$ - |
| DID Station Number (Total for all Tr | eatment Groups) | \$ | - | | \$ | | | \$ | - | \$ - |
| Caller ID Name & Number | | \$ | 20.00 | | \$ | | 1 | \$ | 20.00 | \$ - |
| Caller ID Number | | \$ | | | \$ | | 2000000 | \$ | - | \$ - |
| EEL Charge . | Extended | \$ | - | | \$ | - | 0 | \$ | - | \$ - |
| | *************************************** | 127 | , | Estimated | Subtota | s ¹ - SIP Sol | utions | \$ 1 | ,060.00 | \$ - |
| Basic Business Line | 36 Month | \$ | - 1 | | \$ | | 0 | \$ | - | \$ - |
| Interstate Access Charge | | \$ | | | \$ | | 100 | \$ | | \$ - |
| Inteconnection Fee | | \$ | - | | \$ | | | \$ | - | \$ - |
| Extended Area Service | | \$ | - | | | | | \$ | | \$ - |
| Long Distance Codes | Select One | \$ | - | | \$ | - | | \$ | - | \$ - |
| Directory Listings | | \$ | - | | \$ | | | \$ | - | \$ - |
| ISP Package | | \$ | | | \$ | - | | \$ | | \$ - |
| Feature Packages | Select | \$ | | | \$ | - | | \$ | - | \$ - |
| Features | | \$ | - | - montay (0 | \$ | | | \$ | - | \$ - |
| Call Blocking International - All Serv | rices | \$ | - | | \$ | - | | \$ | | \$ - |
| Add On Package Select O | ine | \$ | | | \$ | • | | \$ | - | \$ - |
| | | | - | | | | | | | 1 |

Estimated Subtotals¹ - Other Services

SIP Solutions Service Agreement - Page 2 **Customer Name:** Learning Matters Educational Group / Long Distance Services Select Long Distance Plan Toll Free Service Plan Ś \$ \$ 5 \$ Toll Free Service Features \$ \$ \$ \$ On-Net International 1+ Connect Plan D 1 \$ \$ On-Net Domestic Inbound/Outbound 1+ (interstate) 0.060 Per Minute Basic \$.06 On-Net Domestic Inbound/Outbound 1+ (intrastate) Basic \$.06 \$ 0,060 Per Minute Estimated Subtotals¹ - Long Distance Services \$ CHARGES SUMMARY **Activation Charges** Activation **Estimated Monthly** \$ 1,076.00 \$ (1,076.00) \$ 1,060.00 Discount Charges Charges1 Company Name If additional listings are Address equested please submit a completed Directory City, State, Zip

Customer represents and warrants the above information is true and correct and further grants integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer will advise integra immediately of any changes in the above information. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing integra will take all reasonable steps to ensure that the above information appears in the next directory to be published, however, integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions in Customer directory listings shall be limited to the charge for that listing, if any, during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

☐ Business ☐ Residential ☑ Published ☐ Non-Published ☐ Non-Listed ☐ OMIT Address

Listings form.

Choose Directory

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra GSA Schedule Service Agreement.

1 Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA), applied dependent on service type In an amount not to exceed 6.95% (10.99% in Colorado) of monthly charges, which assists in supporting network operations and upgrades. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

* As Identified in the Master Service Agreement

Telephone Number to List

Listing Type

| Customer Acceptan | | | 3/15/2012 |
|----------------------|---|---|----------------------------|
| | Print Name | Authorized Signature | Date |
| REQUIRED - Responsit | ble Party email: TEKI.VANZ | and a earning at the straight ontage will be the primary recipient of | future secure information, |
| Integra Telecom | James Bascom | (1 org / St | |
| 0.000 | F70************************************ | | 3/15/2012 |
| Acceptance | Print Name | Signature | Date |
| | | | |
| | | | |

integra

Integra Telecom* 3540 E Baseline Rd, Suite 150 Phoenix, AZ 85042 Phone 602-889-6000 Fax 602-889-6086

| Customer Name: | Learning Matters Educat | te Charter School at Deer Valley | | | | |
|---------------------|-------------------------|----------------------------------|-------|-------|--|--|
| Street Address: | 3515 W Union Hills | | | TVB | | |
| City / Chat - / 7:- | Clandala 3 | 47 | 05200 | 1 11/ | | |

endale AZ 85308 2-870-2000 HVA 602 843 - 307 F www.integratelecom.com
Order Date: 3/15/2012
Service Term: 36 Months
Promo Code: Select
Promo Code: Select
ICB Code: AZ 11087 022012

GSA Schedule Contract Number: GS35F0142X

| SIP SOLUT | TIONS |
|---------------------------------------|--------------------------------|
| T1 Access | Business Lines |
| | Select One |
| Access Bandwidth | 36 Month |
| Access Bandwidth (Additional) | Promo - Add'l SIP T1 Access |
| Network Notification Service | |
| Network Utilization Monitoring | |
| Internet Access | Yes - Internet Access |
| IP Addresses | Bundle of 4 |
| SIP Business Line | Plan A |
| | Select |
| Remote Location Service | 1 |
| Market Expansion DID Service | |
| DID Station Number (Total for all Tre | atment Groups) |
| Caller ID Name & Number | |
| Caller ID Number | |
| EEL Charge | Extended |

| Monthly Charge | | Monthly Charge Discount | Activation Charge Qu | | ì | stimated Monthly Charges ¹ | Activation Charges | |
|-------------------|--------|---|-------------------------|--------|----|---|-----------------------|--------|
| \$ | 249.38 | | \$ - | 8 | \$ | 1,995.00 | \$ | |
| \$ | | | \$ - | 0 | \$ | - | \$ | |
| \$ | - | *************************************** | \$ - | | \$ | - | \$ | ٠. |
| \$ | | | \$ - | | \$ | | \$ | |
| No C | Charge | | | | | | | 77/017 |
| \$ | - | N. 4 17445 | \$ - | 1 | \$ | - | \$ | - |
| \$ | 10.00 | | \$ - | 8 | \$ | 80.00 | \$ | |
| \$ | - | | \$ - | 5 | \$ | - | \$ | |
| \$ | - | | \$ - | | \$ | - | \$ | |
| \$ | - 1 | | \$ - | | \$ | | \$ | |
| \$ | - | S-17/21-3 | \$ - | | \$ | - | \$ | |
| \$ | 20.00 | | \$ - | 1 | \$ | 20.00 | \$ | - |
| \$ | - | | \$ - | | \$ | | \$ | |
| \$ | - | | \$ - | 0 | \$ | | \$ | |
| | | Estimate | ed Subtotals 1 - SIP So | utions | \$ | 2,095.00 | \$ | |

| Basic Business Line | 30 | 5 Month |
|------------------------|---|---|
| Interstate Acce | ss Charge | |
| Inteconnection | Fee | |
| Extended Area | Service | |
| Long Distance Codes | S | elect One |
| Directory Listings | - NATIONAL | |
| ISP Package | | |
| Feature Packages | | Select |
| Features | | |
| Call Blocking Internat | ional - All Services | *************************************** |
| Add On Package | Select One | |

| \$ | \$ | - | 0 | \$ | \$ - |
|---------|----|-----|---|---------|----------|
| \$ | \$ | | | \$ * | \$ |
| \$ | \$ | | | \$ | \$ - |
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| \$ | \$ | * | | \$ - | \$ 14 |
| \$ - | \$ | | | \$ | \$ |
| \$ * | \$ | - 1 | | \$ - | \$ - |
| \$ | \$ | - 1 | | \$ - | \$ |
| \$ - | \$ | | | \$ | \$ |
| \$ | \$ | - | | \$ - | \$ |

Estimated Subtotals 1 - Other Services

\$ - \$ -

| Customer Name: | Learning Matters E | ducational Group / | ć | <u>lintegra</u> | | | | | | | |
|--|--------------------------|-----------------------------------|----------------------------------|----------------------|--------------------|----------|-------|------------------------------|-----------|--|--|
| Long Distance Services | | | | | | | | | | | |
| Select Long Distance Plan | | \$ - | \$ | | | \$ | - | \$ | - | | |
| Toll Free Service Plan | | \$ - | \$ | - | | \$ | ÷ | \$ | | | |
| Toll Free Service Features | | \$ - | \$ | - | | \$ | • | \$ | | | |
| On-Net International 1+ | Connect Plan D | \$ - | | | 1 | \$ | - | \$ | - | | |
| On-Net Domestic Inbound/Outbound 1 | L+ (interstate) | 8asic \$.06 \$ | 0.060 Per Minu | ite | | | | | | | |
| On-Net Domestic Inbound/Outbound 1+ (Intrastate) | | Basic \$.06 \$ | 8asic \$.06 \$ 0.060 Per Minute | | | | | | | | |
| | | 6 | estimated Subtotals ¹ | - Long Distance S | Services | \$ | - | \$ | | | |
| | | CHARGES SUMM | ARY | | | | | | | | |
| Activation Charges Discount | \$ 1,076.00 | Activation Scharges | (1,076.00) Estima | ted Monthly Ch | arges ¹ | \$ 2,0 | 95.00 | | - 11-211- | | |
| Company Name | | | | | | \equiv | | | | | |
| Address | | 784 15 C - 2000 0000 000 8 PONTON | | and the state of the | | 1, | | tlonal listir ed please s | | | |
| City, State, Zip | | | | | | | comp | leted Dire | ctory | | |
| Telephone Number to List | | . see | THE WAS DESCRIBED. | | | \neg | Li | stings forn | ۸. | | |
| Lieblan Type | ☐ Business ☐ Residential | 7 Published C Non-Dublished | □ Non-litted □ OUT | Address | | | | Calant | - | | |

Customer represents and warrants the above information is true and correct and further grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer will advise Integra immediately of any changes in the above information. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing Integra will take all reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions in Customer directory listings shall be limited to the charge for that listing, if any, during the effective life of the directory containing the error or omission, Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra GSA Schedule Service Agreement.

- 1 Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-Imposed Network Access Assessment (NAA), applied dependent on service type in an amount not to exceed 6.95% (10.99% in Colorado) of monthly charges, which assists in supporting network operations and upgrades. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.
- * As Identified in the Master Service Agreement

| ice Timpoth A Smith | | 3/15/2012 |
|-------------------------------|---|--|
| Print Name | Authorized/signature / | Date |
| ble Party email: Ter Wan Zako | Tangent of future security (a Carning man feeling man | e information. |
| James Bascom | 1. 3/1/ | 3/15/2012 |
| Print Name | [Signature] | Date |
| | | |
| | Print Name ole Party email: Ter Wan 2 and James Bascom | Print Name Authorized Signature Authorized |



Integra Telecom* 3540 E Baseline Rd, Suite 150 Phoenix, AZ 85042 Phone 602-889-6000 Fax 602-889-6086

| Customer Name: | Learning Matters Education | nal Group / E-Institute Ch | narter School at Avondale | | |
|----------------------------|-------------------------------|----------------------------|---|----------------|-----------------|
| Street Address: | 1435 N. Eliseo C Felix Jr. Wa | ay, Suite 111 | | www.integratel | ecom.com |
| City / State/ Zip: | Avondale | AZ | 85323 | Order Date: | 3/15/2012 |
| elephone Number: | 502-439-5026, 623 | 760-9061 | | Service Term: | 36 Months |
| AE Name / Phone #: | 7.1/2 | | 70 0 30 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Promo Code: | Select |
| | | | | Promo Code: | Select |
| Section that have a source | GSA Schedule Con | tract Number: GS35 | F0142X | ICB Code: | AZ 11087 022012 |
| SIP SOLUTIONS | | | | | |

| SIP SOLU | TIONS | | | | · | | | | | | |
|--|--------------------------------|------|-------------------|-------------------------------|------------|--------------|----------|----------------------------|------|----|-----------------|
| T1 Access | Business Lines Select One | | Monthly Charge | Monthly Charge Discount | Activati | on Charge | Quantity | Estimat Month Charge | ly | | vation arges |
| Access Bandwidth | 36 Month | \$ | 398.75 | | \$ | - | 4 | \$ 1,59 | 5.00 | \$ | |
| Access Bandwidth (Additional) | Promo - Add'l SIP T1 Access | \$ | - | | \$ | - | 0 | \$ | - | \$ | • |
| Network Notification Service | | \$ | - | | \$ | - | | \$ | 4 | \$ | 123 |
| Network Utilization Monitoring | | \$ | - | | \$ | | | \$ | | \$ | |
| Internet Access | Yes - Internet Access | No 0 | Charge | | | | | | | | |
| IP Addresses | Bundle of 4 | \$ | - 1 | | \$ | - | 1 | \$ | | \$ | |
| SIP Business Line | Plan A | \$ | 10.00 | | \$ | | 8 | \$ 8 | 0.00 | \$ | |
| | Select | \$ | - 1 | | \$ | • | | \$ | - 1 | \$ | 141 |
| Remote Location Service | | \$ | - | | \$ | • | | \$ | | \$ | |
| Market Expansion DID Service | | \$ | - | | \$ | - | | \$ | - | \$ | (2) |
| DID Station Number (Total for all Tr | eatment Groups) | \$ | - 1 | | \$ | - | | \$ | - | \$ | |
| Caller ID Name & Number | | \$ | 20.00 | | \$ | - | 1 | \$ 2 | 0.00 | \$ | - |
| Caller ID Number | | \$ | - | | \$ | - | | \$ | - | \$ | |
| EEL Charge | Extended | \$ | - | | \$ | 2 | 0 | \$ | - | \$ | |
| | | | | Estimate | d Subtotal | s¹- SIP Solu | itions | \$ 1,69 | 5.00 | \$ | 1.0 |
| Basic Business Line | 36 Month | \$ | 1 | | 1\$ | | 0 | \$ | * | \$ | |
| Interstate Access Charge | | \$ | - | | \$ | - | | \$ | - | \$ | |
| Inteconnection Fee | | \$ | - | | \$ | - | | \$ | - | \$ | |
| Extended Area Service | | \$ | - | e. Brance de la | | | | \$ | | \$ | |
| Long Distance Codes | Select One | \$ | - | | \$ | - | | \$ | | \$ | |
| Directory Listings | | \$ | - | | \$ | | | \$ | | \$ | - |
| ISP Package | | \$ | | | \$ | | | \$ | 577 | \$ | |
| Feature Packages | Select | \$ | - | | \$ | | | \$ | | \$ | - |
| Features | | \$ | | | \$ | | | \$ | - | \$ | |
| Call Blocking International - All Serv | ices | \$ | - | | \$ | - | | \$ | | \$ | - |
| Add On Package Select O | ne | \$ | - | | \$ | | | \$ | - | \$ | - |
| | | | | | | i¹ - Other S | | \$ | | ŝ | |

| 0.00 | \$ | | \$ | | \$ |
|------|-----------------|-------------------|-------|---|---------|
| | \$ | - | \$ | | \$ - |
| | \$ | - | \$ | • | \$ - |
| | | | | | |
| Esti | mated Subtotals | ¹ - Other Service | es \$ | | \$ - |

Learning Matters Educational Group / **Customer Name: Long Distance Services** Select Long Distance Plan \$ \$ Toll Free Service Plan \$ \$ Ś Toll Free Service Features \$ \$ \$ \$. Connect Plan D \$ On-Net International 1+ \$ 1 \$ On-Net Domestic Inbound/Outbound 1+ (interstate) Basic \$.06 0.060 Per Minute On-Net Domestic Inbound/Outbound 1+ (intrastate) Basic \$.06 0.060 Per Minute Estimated Subtotals1 - Long Distance Services \$ \$ **CHARGES SUMMARY Activation Charges** Activation 1,076.00 \$ (1,076.00) 1,695.00 Discount Charges Estimated Monthly Charges Company Name If additional listings are Address requested please submit a completed Directory City, State, Zip Listings form. Telephone Number to List ☐ Business ☐ Residential ☑ Published ☐ Non-Published ☐ Non-Listed ☐ OMIT Address Listing Type Select

Customer represents and warrants the above information is true and correct and further grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer will advise Integra immediately of any changes in the above information. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take all reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions in Customer directory listings shall be limited to the charge for that listing, if any, during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

Choose Directory

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra GSA Schedule Service Agreement.

1 Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA), applied dependent on service type in an amount not to exceed 6.95% (10.99% in Colorado) of monthly charges, which assists in supporting network operations and upgrades. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit; www.integratelecom.com.

* As Identified in the Master Service Agreement

| Timpoth A Smith | > 17) [| 3/15/2012 |
|-----------------------------|--|---|
| Print Name | Authorized Signature | Date |
| arty email: Teri, Van zandt | @ Carring Mattersthip email contact will be the formary recipient of for | uture secure Information. |
| James Bascom | 3 00 | 3/15/2012 |
| Print Name | Signature | Date |
| | | |
| | | |
| | | |
| | Print Name Party email: Teni, Van Zand James Bascom | Print Name Party email en, Van zand @ carming mattership email contact will be the primary ecipient of for James Bascom |



Integra Telecom* 3540 E Baseline Rd, Suite 150 Phoenix, AZ 85042 Phone 602-889-6000 Fax 602-889-6086

| 1 | No. | | Phone 602-889-6 | 000 |
|--------------------|--|------------|-----------------|---------|
| 1 | <i>(*)</i> | | Fax 602-889-608 | 6 |
| Customer Name: | Learning Matters Educational Group / E-Institute Charter School at | Buckeye | | |
| Street Address: | 4435-N. Fliseo C Felix Ir. Way, Suite 111 - 62/3 S. Miller | Rd Ste. 10 | www.integratele | com.com |
| City / State/ Zip: | Avondale Buckeye AZ -85323- | 85326 | Order Date: | 3/15/ |
| Telephone Number: | 623.505.7118 | | Service Term: | 36 M |
| AE Name / Phone #: | | | Promo Code: | Sel |
| | | | | |

GSA Schedule Contract Number: GS35F0142X

| Order Date: | 3/15/2012 |
|---------------|-----------------|
| Service Term: | 36 Months |
| Promo Code: | Select |
| Promo Code: | Select |
| ICB Code: | AZ 11087 022012 |

| SIP SOLU | TIONS | | | | | | | | |
|--|--------------------------------|----|-------------------|-------------------------------|-------------|---------------------------|----------|--|----------------------|
| T1 Access | Business Lines Select One | | lonthly Charge | Monthly Charge Discount | Activation | on Charge | Quantity | Estimated Monthly Charges ¹ | Activation Charge |
| Access Bandwidth | 36 Month | \$ | 398.75 | | \$ | | 4 | \$ 1,595.00 | \$ |
| Access Bandwidth (Additional) | Promo - Add'l SIP T1 Access | \$ | - | | \$ | | 0 | \$ - | \$ |
| Network Notification Service | | \$ | - | | \$ | - | | \$ - | \$ |
| Network Utilization Monitoring | | \$ | - | | \$ | | | \$ - | \$ |
| Internet Access | Yes - Internet Access | No | Charge | | | | | | |
| IP Addresses | Bundle of 4 | \$ | - 1 | | \$ | • | 1 | \$ - | \$ |
| SIP Business Line | Plan A | \$ | 10.00 | | \$ | - | 8 | \$ 80.00 | \$ |
| | Select | \$ | - | | \$ | - | | \$ - | \$ |
| Remote Location Service | | \$ | - 1 | | \$ | | | \$ - | \$ |
| Market Expansion DID Service | | \$ | • | 77-74 | \$ | | | \$ - | \$ |
| DID Station Number (Total for all Tr | eatment Groups) | \$ | | | \$ | • | | \$ - | \$ |
| Caller ID Name & Number | | \$ | 20.00 | | \$ | | 1 | \$ 20.00 | \$ |
| Caller ID Number | | \$ | - | | \$ | | | \$ - | \$ |
| EEL Charge | Extended | \$ | - | | \$ | | 0 | \$ - | \$ |
| MANUAL STATE OF STATE STATE OF | | | | Estimated | l Subtotals | s ¹ - SIP Solu | tions | \$ 1,695.00 | \$ |
| Basic Business Line | 36 Month | \$ | . 1 | | \$ | - | 0 1 | \$ - | \$ |
| Interstate Access Charge | | \$ | - | | \$ | | | \$ - | \$ |
| Inteconnection Fee | | \$ | - | | \$ | | | \$ - | \$ |
| Extended Area Service | | \$ | - | | | | | \$ - | \$ |
| Long Distance Codes | Select One | \$ | | | \$ | | | \$ - | \$ |
| Directory Listings | | \$ | - | | \$ | - | | \$ - | \$ |
| ISP Package | | \$ | - | | \$ | | | \$ - | \$ |
| Feature Packages | Select | \$ | - 1 | | \$ | - | | \$ - | \$ |
| Features | | \$ | - 1 | 17/10/2 | \$ | | | \$ - | \$ |
| Call Blocking International - All Services | | \$ | - | | \$ | - | | \$ - | \$ |
| Add On Package Select O | ne | \$ | - | | \$ | | | \$ - | \$ |
| | | | | | | | | | |
| | | | | _ | | 1 | | | |
| | | | | Estimated | Subtotals | ¹ - Other So | ervices | \$ - | \$ |

| SIP Solutions Ser | rvice Agree | ment - Page 2 | | | | | | | | | | |
|---|--|---|---|--|--|--|---|---|---|--|---|---|
| Customer Name: | | Learning Matter | s Educationa | l Group / | <u>'</u> | | | | | ini | egi | a |
| Long Distance Services | | | | | | | | | | | | |
| Select Long Distance Plan | 1 | | \$ | | | \$ | • | | \$ | | \$ | |
| Toll Free Service Plan | | | \$ | | | \$ | - | | \$ | | \$ | |
| Toll Free Service Feature | s | | \$ | | | \$ | • | | \$ | | \$ | |
| On-Net International 1+ | | Connect Plan D | \$ | • | | Marian Para | E. | 1 | \$ | | \$ | - |
| On-Net Domestic Inboun | d/Outbound 1+ (| interstate) | B: | asic \$.06 | \$ 0.060 | Per Minute | | | | | | |
| On-Net Domestic Inboun | | | | asic \$.06 | | Per Minute | | | | | | |
| L | | | | | | | | | [, | | | |
| | | | | | Estimated Subt | otals" - Long | Distance | Services | \$ | | \$ | • |
| | | | | | | | | | | | | |
| | | | CHAR | GES SUM | MARY | | | | | | 1.00 | |
| Activation Disco | | \$ 1,076.00 | | vation arges | \$ {1,076.00} | Estimated I | | c1 | \$ 1, | 695.00 |] | |
| | | | | 01863 | L | Jestimateo | viontniy | Charges | L | |] | |
| Company Name | | | | | | | - | | | Γ | | |
| Address | | | | | | | | | 90 - Sawasar | A C. | tional listi ed please | |
| City, State, Zip | | | | | com | eted Dir | ectory | | | | | |
| Telephone Numbe | er to List | | | 217000 - C | | | | | | ı, | istings for | m. |
| Listing Type | | Business Residen | itial [7] Published[| Mon-Publi | shed Non-Lister | d OMIT Adde | ėss | Choose (| Directory | | Select | |
| Customer represents and number as set forth above in the above information harmless of and from any above information appear or omissions in Customer omission. Integra will profit this Agreement including www.Integratelecom.cor of this Service Agreement herein. Customer acknowly all of the terms and complete the service Agree 1 Estimated Monthly Chapplied dependent on sea and upgrades. Monthly more information about 4 As Identified in the Ma | ye to the approprion to the approprion of the next directory listing, ovide a summary gintegra's Mastern, incorporated by, and supercede wiedges that Customaticians of the freement. Targes do not including distance chalaxes, surcharges | riate directory publishmes full responsibility mage, or liability that rectory to be publish is shall be limited to to be | hers and direct ty concerning the tray result froed, however, in the charge for to ontacted by the , any schedules constitute a binoraneous agre read, and unde s and policies. I and local taxes a d 6.95% (10.99) | cory assistate right to me the use integra doe that listing that listing to custome or attach adding come ements, userstands the Early Terrand fees, for in Colormer's estimer's | use any name of such listing is such listing is to warrant it, if any, during it to revert to a ments hereto, mitment between derstandings his Agreement in ination fees ederal USF, or ado) of monthly nated use. Act | s. Customer as a director Integra will it that the listin the effective detailed involved and Integra Tor representand the Mast may apply the Integra-lify charges, where the control of t | will advi y listing a take all r g will be life of the oice option felecome ations re ter Service as set for mposed I nich assis | se Integrand agree easonable error-free directors. s policies and Custo lating to be Agreen orth in South State in supplies the sits in supplies the sits in supplies and control of the Agreen orth in South State in supplies and agreement of the sits in supplies | a immed s to hole e steps t e. Integ ory conta and pro omer, eff the subju- nent, and ection 1 | liately of dintegration of ensuring the cedures fective to ect mated agrees of the ssessmentwork | of any che a free an e that the dility for ne error s located upon exe ter cont s to be b e Integri | anges and he errors or dat ecution ained aound ra GSA |
| Customer Acceptance REQUIRED - Responsible Integra Telecom Acceptance | Print Name | n':Vanzandia) | orning wa | Hers, Olg | nuthorized Sign This email cooks | ature travill for the pr | rimery reci | plent of fu | ture secur | e inform | 3/15/20: Date ation. 3/15/20: Date | |

Integra Telecom* 3540 E Baseline Rd, Suite 150 Phoenix, AZ 85042 Phone 602-889-6000 Fax 602-889-6086

Customer Name: Learning Matters Educational Group / E-Institute-Gharter-S
Street Address: 16578 W. Greenway Road
City / State/ Zip: Surprise AZ
lephone Number: 632-644-6655

Telephone Number: 623.544.9285 AE Name / Phone #:

85388

www.integratelecom.com 3/15/2012 Order Date: Service Term: 36 Months Promo Code: Select Promo Code: Select ICB Code: AZ 11087 022012

GSA Schedule Contract Number: GS35F0142X

| SIP SOLUT | TIONS |
|--|---------------------------------|
| T1 Access cess Bandwidth cess Bandwidth (Additional) etwork Notification Service etwork Utilization Monitoring ternet Access Addresses P Business Line emote Location Service arket Expansion DID Service D Station Number (Total for all Trailer ID Number | Business Lines |
| | Select One |
| Access Bandwidth | 36 Month |
| Access Bandwidth (Additional) | Promo - Add'l SIP T1. Access |
| Network Notification Service | |
| Network Utilization Monitoring | |
| Internet Access | · Yes - Internet Access |
| IP Addresses | Bundle of 4 |
| SIP Business Line | Plan A |
| | Select |
| Remote Location Service | |
| Market Expansion DID Service | |
| DID Station Number (Total for all Tre | atment Groups) |
| Caller ID Name & Number | |
| Caller ID Number | |
| EEL Charge | Extended |

| | ionthly Charge | Monthly Charge Discount | Activation Cl | narge | Quantity | 1 | stimated Monthly Charges ¹ | Activation Charges | | | |
|------|-------------------|-------------------------------|------------------------------|---------|----------|----|---|-----------------------|---|--|--|
| \$ | 364.37 | | \$ | | 8 | \$ | 2,915.00 | \$ | - | | |
| \$ | | | \$ | | 0 | \$ | | \$ | - | | |
| \$ | | | \$ | - | | \$ | - | \$ | - | | |
| \$ | - | | \$ | | | \$ | - | \$ | - | | |
| No C | Charge | | | - 8/- | | | | | | | |
| \$ | | 3/2-7/1/7/19 | \$ | • | 1 | \$ | | \$ | - | | |
| \$ | 10.00 | | \$ | | 8 | \$ | 80.00 | \$ | - | | |
| \$ | | | \$ | | | \$ | - | \$ | | | |
| \$ | - | | \$ | 14 | | \$ | - | \$ | - | | |
| \$ | | | \$ | 7 | | \$ | - | \$ | | | |
| \$ | | | \$ | • | | \$ | - | \$ | 2 | | |
| \$ | 20.00 | | \$ | - | 1 | \$ | 20.00 | \$ | - | | |
| \$ | | | \$ | | | \$ | - | \$ | - | | |
| \$ | | 15141-010 | \$ | | 0 | \$ | 5 4 1 | \$ | - | | |
| | | Estimate | d Subtotals ¹ - S | IP Solu | itions | \$ | 3,015.00 | \$ | | | |

| Select One | |
|------------|--|
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| Select | |
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| \$ | \$ | | 0 | \$ | \$ - |
|---------|----|----|---|-------------|-----------|
| \$ | \$ | • | | \$ - | \$ |
| \$ - | \$ | - | | \$ 13+11 | \$ - |
| \$ • | | | | \$ 25) | \$ • |
| \$ - | \$ | | | \$ 1/4 | \$ - |
| \$ | \$ | - | | \$ | \$ - |
| \$ | \$ | | | \$ | \$ - 4 |
| \$ 7 | \$ | | | \$ _9*6 | \$ - |
| \$ - | \$ | 25 | | \$ | \$ |
| \$ | \$ | | | \$ | \$ - |
| \$ | \$ | | | \$ - | \$ - |

Estimated Subtotals¹ - Other Services

| Customer Name: Long Distance Services Select Long Distance Plan Toll Free Service Plan Toll Free Service Features | Learning Matters Ed | \$ - \$ - | | \$ s | | | l e | TELE | tegi | α |
|--|--|---|--|---|---|---|---|---|---|--|
| Select Long Distance Plan Toll Free Service Plan | Connect Plan D | \$ - | | 1 | | | T e | | | |
| Toll Free Service Plan | Connect Plan D | \$ - | | 1 | | | l e | | | |
| | Connect Plan D | | | 0 | | | \$ | • | \$ | - |
| Toll Free Service Features | Connect Plan D | \$ - | The state of the s | 3 | • | | \$ | • | \$ | - |
| | Connect Plan D | | | \$ | | | \$ | | \$ | |
| On-Net International 1+ | | \$ - | | | | 1 | \$ | | \$ | - |
| On-Net Domestic Inbound/Outbound | 1+ (interstate) | | \$ 0.060 | Per Minut | e | | | | | |
| On-Net Domestic Inbound/Outbound | 1+ (intrastate) | Basic \$.06 | \$ 0.060 | Per Minut | e | | | | | |
| | | | Estimated Subi | J totals ¹ - Lo | ng Distance | : Service: | \$ | - | \$ | - |
| | | CHARGES SUM | MARY | | | | | | | |
| Activation Charges Discount | \$ 1,076.00 | Activation Charges | \$ (1,076.00 | Estimate | d Monthly | Charges | \$ 3 | ,015.00 | | |
| Company Name | | | | | | | | | | |
| Address | | | | | | | | | iltional list ted please | |
| City, State, Zip | | | | | | | | com | pleted Dir | ectory |
| Telephone Number to List | | | | | | | | 1 | Listings for | m. |
| Listing Type | ☐ Business ☐ Residential | ☑ Published ☐ Non-Pub | Ished Non-Liste | d [] OMIT | ddress | Choose | Directory | / | Select | |
| Customer represents and warrants the number as set forth above to the app in the above information. Customer a harmless of and from any claims, loss above information appears in the new or omissions in Customer directory list omission. Integra will provide a summor this Agreement including Integra's Marww.integratelecom.com, incorporated of this Service Agreement, and supercherein. Customer acknowledges that by all of the terms and conditions of the Schedule Service Agreement. 1. Estimated Monthly Charges do not applied dependent on service type in and upgrades. Monthly long distantence information about taxes, surchastical services. | ropriate directory publishers assumes full responsibility or , damage, or liability that make the directory to be published, itings shall be limited to the narry bill format unless contains aster Service Agreement, and ted by reference herein, concede all prior or contempora Customer has received, reache foregoing documents and include: federal, state, and I an amount not to exceed 6. e charges are estimated base arges, and fees please visit: v | s and directory assist oncerning the right to any result from the use however, integra do charge for that listing octed by the Custome y schedules or attack stitute a binding comeous agreements, u d, and understands to d policies. Early Ter local taxes and fees, 95% (10.99% in Colored on customer's esti- | ance data base o use any name e of such listing es not warrant g, if any, during er to revert to a ments hereto, mitment betw inderstandings his Agreement mination fees federal USF, or rado) of month mated use. Ac | s. Custon as a direct integra withat the list the effect detailed li and Integreen Integr or repress and the M e may app the Integr iy charges, | ner will advitory listing a till take all riting will be live life of the nvolce option a Telecoma a telecoma | ise Integrand agree easonable error-from direction. Is policies and Custificating to be Agree orth in S Network is in sug | ra imme es to ho le steps ee. Inte ory cont s and pro omer, ei the sub ment, ar ection Access | diately ld integ to ensu gra's lia caining to coedure ffective elect mand agree 15 of the Assessmentwork in the coedure of the caining the coedure of the caining | of any ch ra free a tre that t bility for the error es locate upon ex- tter cont es to be to the Integ ment (NA k operat | anges nd he errors or d at ecutio alned bound ra GS A), ions |
| Customer Acceptance Timpoth A Print No REQUIRED - Responsible Party emails | ome | arming matters. | Authorized Sign | | e primary rec | iplant of fo | uture secu | Jre inform | 3/15/20 Date nation. | 12 |
| Integra Telecom James Bas | Control of the contro | 1 | 11 17 | Y | una de la constante de la cons | | | | 3/15/20 | 1.2 |

Integra MPLS VPN Service Agreement



Customer Name Learning Matters Educational Group Carden Traditional School

Main Telephone Number Service Address City/State/Zip_ (602) 439-5026 Glendale 4744 W Grovers Ave A

Integra Telecom*

3540 E Baseline RD #150 Phoenix, AZ 85042 Phone 602-889-6000 Toll Free 877-277-1122

www.integratelecom.com Account Executive Service(s) Term 36 Months

85308

| | | | | | | | | | | | | | | | | | | | VPN Voice Services | | | | W | | | Spiriture: | | VPN Data Services | | Site #1 Select Node Type Site Name |
|-------------------------------------|-------------|------------------------|-------------|-------------|-----------------------|-------------------------------|--------------------|--|-------------|------------|------------|-------------------------|------------------|---|---|-----------------|----------|-------------------------|-------------------------|---------------------|-------------------|--------------------------------------|----------------------------|-----------------------------|------------------------------|-----------------|------------------|------------------------|-------------------------|---------------------------------------|
| Account Codes / | Value Plans | International | Intrastate | Interstate | Long Distance Service | Feature Packages and Features | Directory Listings | DID Numbers Ex | DID Numbers | | | Caller ID Name & Number | Caller ID Number | Market Expansio | Remote Location | SIP PRI Channel | ISON PRI | VPN Basic Business Line | VPN Basic Business Line | Reserved Future Use | Select IP Address | Cloud Firewall S | Internet Bandwidth 40 Mbps | Select Internet Access Type | Network Notification Service | Standard Router | VPN Connectivity | (EEL) - 8 × T1 12 Mbps | | Site Name |
| Account Codes / Authorization Codes | Select Plan | Integra Connect Plan D | Select Plan | Select Plan | ervice | is and Features | | DID Numbers Extended (Total for Extended Trimt Groups) | | Select One | Select One | Number | | Market Expansion DID Service (Per Service Area) | Remote Location Service (Per Remote Site) | | | ness Line | ness Line | Use | ess | Cloud Firewall Services Plus 40 Mbps | ith 40 Mbps | ccess Type | tion Service | ter | У | | Products | Garden Traditional School of Glendalo |
| | 60 | 4 | | | Est, Minutes Monthly | so. | s» | s | \$ 0.15 | | | \$ 20,00 | 69 | s. | | \$ 10.00 | | \$ | | | so. | 69 | S | en , | included, no charge | \$ | \$ 75.00 | \$ 1,775.00 \$ | Monthly Unit Charge | o(Glendalo |
| | | | | | Estimated Charges | \$ | co. | en . | | | s. | | | | | 1 | | · | | | <i>s</i> | | · | | S | s | ćo. | es | Activation Charge | |
| 5 | 60 | φ. | | | Monthly Charge (exc. | 0 | o | | 110 | | | | | | | 23 | | 0 | | | 0 | 0 | 0 | 0 | 0 | 0 | 1 | _ | Quantity | |
| n | s | 65 | | | | w | to. | en | co | ¢s. | | 59 | s | 49 | 40 | 60 | 40 | 40 | s | 4 | 40 | to | 10 | 69 | \$ | en | 61 | (s) | Commo | |
| | | | | | | | | | 16.50 \$ | | | 20.00 | | , | | 230.00 | | , | | | | | | | | | 75.00 \$ | 1,775.00 \$ | Charges 1 | Monthly 1 |
| | | , | | | | | | \$ | | | | 5 | | | | | | | 49 | 44 | 4 | | • | · | | | | | Total Activation Charge | |



| | Intrastate Integra Connect Basic 9 International Integra Connect Plan D Value Plans Select Plan | | | | | 0 | | 0 9 |
|--------------------|---|----------------------------------|----------------------|---------------|-------------------|----------------------------|----------|-----|
| | | | | | | in . | 69 | |
| | | nect Plan D | on . | | | 69 | 69 | |
| 2 | | Integra Connect Basic \$0.06 | | | | | | |
| | Interstate Integra Conr | Integra Connect Sasic \$0.06 | | | | | | |
| | Long Distance Service | | Est. Minutes Manthly | Est | Estimated Charges | mated Charges (exc. usage) | _ | _ |
| | Feature Packages and Features | 6 | 69 | en. | | - 0 | | 0 |
| | Directory Listings | | 50 | w | | 0. | | 0 |
| | DID Numbers Extended (Total for Extended Titmit Groups) | for Extended Trtint Groups) | 69 | s) | | • | i. | |
| | DID Numbers (Total for On Net Initital Trimt and Trimt Grps) | t Initital Trimt and Trimt Grps) | | ы | | | | o |
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| | | Dynamic Compression | | 69 | | , | | |
| | Caller ID Name & Number | | s · | es. | | 0 | | 0 |
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| | SIP PRI Channel Extended | | ss . | co | | ŧ | 4 | |
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| | SIP PRI Channel | | 66 | s, | | . 0 | 0 | 0 |
| VPN Voice Services | ISDN PRI | | | | | | 6 | ٠. |
| | Cloud Firewall Services Plus 40 Mbps | 0 Mbps | s, | (A | | . 0 | 0 | 0 |
| | Internet Bandwidth 40 Mbps | | φs , | | | 0 | | |
| | Select Internet Access Type | ā | ss. | co | | . 0 | | 0 |
| | Network Notification Service | | included, no charge | en. | , | - 0 | | 0 |
| | Standard Router | | 69 | | | - 0 | 0 | 0 |
| | VPN Connectivity | | \$ 75.00 | s | | - 1 | - 1 5 | |
| VPN Data Services | (EEL) - 8 x T1 12 Mbps | | \$ 1,995,00 | S | | 1 | | |
| | Pro | Products . | Monthly Unit Charge | | Activation Charge | on Charge Quantity | Quantity | |

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| | in | 0 | | | Account Codes / Authorization Codes | Account Codes / | |
|-------------------------|-----------|-----------------------------|-------------------|----------------------|---|-------------------------------|--------------------|
| 109 | 5 | s | | | Select Plan | Value Plans | |
| , co | ss. | s, | | <i>en</i> | Integra Connect Plan D | International | |
| | | | | | Select Plan | Intrastate | |
| | | | | | Select Plan | Interstate | |
| | | Monthly Charge (exc. usage) | Estimated Charges | Est. Minutes Monthly | ervice | Long Distance Service | |
| , | in | 0 | S | S | s and Features | Feature Packages and Features | |
| | 50 | 0 | S | S | | Directory Listings | |
| . 69 | 60 | | | | DID Numbers Extended (Total for Extended Trimt Groups) | DID Numbers Ex | |
| | * | 0 | | S | DID Numbers (Total for On Net Initial Trint and Trint Grps) | DID Numbers (To | |
| | 45 | | · | | Select One | | |
| s | | | co. | | Select One | | |
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| | 5 | | · | · | | Caffor ID Number | |
| | 40 | | | 60 | | | |
| 69 | 49 | | s | 100 | | | |
| 50 | (n | | 5 | tn. | | | |
| | 60 | 0 | | GA . | less Line | VPN Basic Business Line | |
| | en | | | | ess Line | VPN Basic Business Line | VPN Voice Services |
| 69 | co. | 0 | 65 | CA . | ess | Select IP Address | |
| | S | 0 | \$ | en I | Access Type | Select Internet Access Type | |
| · | 45 | 0 | \$ | included, no charge | tion Service | Network Notification Service | |
| | (A | 0 | | cs. | ler | Standard Router | |
| , | 69 | 0 | 60 | ss. | y | VPN Connectivity | |
| , 64 | s | 0 | es . | - | | Select Access | VPN Data Services |
| Total Activation Charge | Charges 1 | Quantity | Activation Charge | Monthly Unit Charge | Products | | |



| Integra Connect Plan D | | - | |
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| | | Est. Minutes Monthly | Est. Minutes Monthly Estimated Charges |
| | - | cs. | |
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| DID Numbers Extended (Total for Extended Trimt Groups) | | 60 | |
| DID Numbers (Total for On Net Initial Trimt and Trimt Grps) | 2 | | 69 |
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| | 1 | Monthly Unit Charge | Monthly Unit Charge Activation Charge |





| | | 49 | onthly Charges ⁽¹⁾ | Site 6 Estimated Monthly Charges (1) | | | | |
|-------------------------|---------------------------|-------------|---|--------------------------------------|---|--|-------------------------------|--|
| s . | | 100 | 0 | | | Account Codes / Authorization Codes | Account Codes / / | |
| \$ | | on . | 5 | | | Select Plan | Value Plans | |
| 5 | , | 69 | · | | en | Integra Connect Plan D | International | |
| | | _ | | | | Select Plan | intrastate | |
| | | _ | | | | Select Plan | Interstate | |
| | | · | Monthly Charge (axc, usage) | Estimated Charges | Est. Minutes Monthly | rvice | Long Distance Service | |
| \$ | | 60 | 0 | | 49 | s and Features | Feature Packages and Features | |
| \$ | | lus lus | 0 | s | so. | | Directory Listings | |
| \$ | | 40 | | s | s, | DID Numbers Extended (Total for Extended Trimt Groups) | DID Numbers Ext | |
| | | 44 | 0 | s | co · | DtD Numbers (Total for On Net Initital Trimt and Trimt Grps) | DID Numbers (To | |
| • | | 60 | | | | Select One | | |
| | | _ | | s | | Select One | | |
| | | 60 | | s | i. | Number | Celler ID Name & Number | |
| 5 | | 60 | | | 49 | | Caller ID Number | |
| \$ | | s, | | s . | 60 | | | |
| | • | is a | | · | | | | |
| | | 60 | 0 | · | ÷1 | | | |
| 5 | | s | o | S | 60 | | No Voice | |
| S | | 60 | | | | | None | VPN Voice Services |
| s | | 60 | 0 | is a | 60 | 388 | Select IP Address | |
| | | 69 | °° | | | Access Type | Select Internet Access Type | |
| 55 | | 69 | 0 | en , | included, no charge | on Service | Network Notification Service | |
| 60 | | 69 | 0 | | 69 | 9r | Standard Router | |
| 5 | | w | 0 | | 67 | | VPN Connectivity | |
| S | | 60 | 0 | | 69 | | Select Access | VPN Data Services |
| Total Activation Charge | Estimated Monthly Charges | _ | Quantity | Activation Charge | Monthly Unit Charge | Products | | |
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| on on on | 40 | | | | | | |
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| | 40 | ts | | 99 | Select Plan | Value Plans S | |
| | 60 | en . | | 69 | Integra Connect Plan D | International | |
| | T | | | | Select Plan | Intrastate | |
| | T | | | | Select Plan | Interstate | |
| ļ | T | Monthly Charge (exc. usage) | Estimated Charges | Est. Minutes Menthly | 09 | Long Distance Service | |
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| to. | 5 | | 5 | | Select One | | |
| 5 | Г | | · | | Select One | | |
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| s | in | 0 | s · | · | cess Type | Select Internet Access Type | |
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| | 44 | 0 | s | s, | | Standard Router | |
| • | 49 | o | s · | u) | | VPN Connectivity | |
| · | 49 | 0 | | | | Select Access | VPN Data Services |
| Charges Total Activation Charge | | Quantity | Activation Charge | Monthly Unit Charge | Products | | |



| 5 | | | | | | | |
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| | 65 | o | | | horization Codes | Account Codes / Authorization Codes | |
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| en . | , | | 0 | | | rization Codes | Account Codes / Authorization Codes | |
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| 49 | | L | 0 | 69 | 69 | | | |
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| | 60 | 0 | | | Account Codes / Authorization Codes | Account Codes / | |
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| | len | | · | · | Number | Caller ID Name & Number | |
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| , | 140 | 0 | | 65 | | Select Access | VPN Data Services |
| Charges 1 | _ | Quantity | Activation Charge | Monthly Unit Charge | Products | | |

Net 10 E-rate billing to begin upon install of July 1st 2012 or shortly there after, install to coninside with E-rate billing, Addendum for yearly e-rate funding attached.



| | Combined Estir |
|----------------------|--------------------------|
| Combined Acti | stimated Monthly Charges |
| ed Activation Charge | ¢o . |
| harges | 4,186.50 |
| 40 | |
| | |

Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Services are provided subject to the availability and adequacy of underlying services. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra GSA Schedule Master Service Agreement. This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this

1 Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the integra-imposed Network Access Assessment (NAA), applied about taxes, surcharges, and fees please visit: www.integratelecom.com. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information dependent on service type in an amount not to exceed 8.95% (10.99% in Colorado) of monthly charges, which assists in supporting network operations and upgrades.

*As Identified in the Master Service Agreement

Integra Telecom Acceptance Customer Acceptance Date Date

Voice and Internet Services Agreement - Page 1

Broadband Phone Numbers:

DSL Phone Number:

GSA Schedule Number: GS35F0142X



Integra Telecom* 3540 E Baseline RD #150

Phoenix, AZ 85042 Phone 602-889-6000

| Street Address/Suite City / State/ Zip: Telephone Number: AE Name / Phone #: | Surprise 602 439-5026 () | . Greenway Ro | AZ | uite 204 | 8538 | 8 | Term (Broadban | | 7-1122 |
|---|------------------------------|---------------------------|-----------------------------------|------------------------------|---------|-------------------------|-------------------|--|--------------------------|
| 9 | Voice Service | es | | | | Monthly Charge | Quantity | Estimated Monthly Charges ¹ | Activation Charges |
| | 36 Month Service Price | 24 Month Service Price | 12 Month Service Price | Activation Charge | | | | 1 | |
| Basic Business Lines | □ \$23.99 | □ \$25.99 | \$26.99 | \$45.00 | \$ | 23.93 | 5 | \$ 119.65 | \$ - |
| nterstate Access Charge | | \$6.20 | Per BBL | | \$ | 6.20 | 5 | \$ 31.00 | |
| nterconnection Fee | | \$3.95 | Per BBL | | \$ | 3.95 | 5 | \$ 19.75 | |
| 1111 | | Servi | ce Price | | | | | | |
| eature Package Plus (Per | Account) | \$1 | 3.50 | \$15.00 | | | | | |
| eature Package (Per Line) | | \$3 | 3.00 | \$15.00 | | | | | |
| Call Blocking International | - All Services | \$(| 0.00 | \$0.00 | | \$0.00 | 1 | \$0.00 | \$0.00 |
| Voice Messaging Package / Menu + 1-3 Basic Boxes | | \$2 | 0,00 | \$25.00 | | | | | |
| Voice Messaging Package (Vienu + 1-3 Premium Boxe | | \$3 | 0.00 | \$25.00 | | | | | |
| internet Services | | 36 Month Service Price | 24 & 12 Month Service Price | Estimate Activation Charge | ed Subt | otals ¹ Void | ce Services | \$ 170.40 | L |
| OSL Express Ultra Up to 3M/768K | | \$44.95 | \$49.95 | | | | | | |
| DSL Express Pro Up to 1.5M/768K DSL Express | | \$34.95 | \$39.95 | | | | | | |
| Up to 512K/512K | | 36 Month Service Price | 24 Month Service Price | Activation Charge | L_ | | <u> </u> | | <u> </u> |
| Broadband Internet Bandy Up to 25M/2M | width | \$89.95 | \$94.99 | | | | | | |
| Broadband Internet Bandy Up to 15M/2M | | □ \$69.95 | \$74.95 | | | | | | |
| Broadband Internet Bandy Up to 5M/2M | width | □ \$49.95 | □ \$54.95 | | | | | | |
| Equipment Rental OR Activ | vation | \$5.0 | 0 OR | \$99.00 | | | | | |
| CD Daylogg | | \$9.9 | 5 | \$10,00 | | | | | |
| ISP Package | | | | | | | | | The second second second |
| P Addresses - Single | | \$4.0 | 10 | \$5.00 | | | | | |

This email contact will be the primary recipient of future secure information.

3/13/2012

Date

| Voice and Interne Customer Name: | et Services Agreemer | it - Page 2 | | | (1) | ntegro |
|---|--|---|---|--|--|--|
| AE Name: | | | | **** | *.= | we v.v.m |
| 1. | Distance Samileon | | | | | |
| Domestic Inbound/Outbo | ong Distance Services | 1 | | 7 | | |
| | | \$.06 P | er Minute | _ | | |
| Domestic Inbound/Outbo | und 1+ (intrastate) | \$,06 P | er Minute | | | |
| | | | | | Estimated | |
| | | | | Sec. 1993 | Monthly | Activation |
| <u></u> | Service Pri | ce | Monthly Char | ge Quantity | Charges ¹ | Charges |
| Toll Free Number | \$5.00 onal Plan D - Standard Integra I | | | | | |
| | | CHARGES SUMMA | ARY | | | |
| Activation Charges Discount | | Activation Charges | | | ted Monthly narges ¹ | \$ 170 |
| DIRECTORY PRIMARY LISTIN | IG | MANUFACT ROSE COLORIO COLORIO DE LA COLORIO | WIN CONTRACTOR OF THE CONTRACTOR | Articon Color December | Addit | onal Listings Attached |
| Company Name Address | Are the same of th | * | | | Publish | |
| City, State, Zip | | | | | (<u> </u> | iblished \$2.35 Per Mor sted \$1.85 Per Month |
| Telephone Number to List | · | | Confirm Directo | nr. | ☐ OMIT | Address |
| 74 | === | | Committ Directo | ·y | | |
| ber as set forth above to to to use any name as a dire use of such listing. Integra gra does not warrant that to be limited to the charge for | ants the above information is the appropriate directory publis ctory listing and agrees to hold will take reasonable steps to eithe listing will be error-free. Into that listing during the effective customer to revert to a detail | thers and directory assistant Integra free and harmless Insure that the above infort tegra's liability for errors o Ive life of the directory cor | nce data bases. Custor of and from any claim mation appears in the r omissions, including | ner assumes i s, loss, damag next director fallure to pub | full responsibil ge, or liability t y to be publish Ilsh, in Custom | ity concerning the chat may result for ed, however, are directory listi |
| Agreement including Inter | gra's Master Service Agreemen | | | | | |
| v.integratelecom.com, inco Agreement, and supersede erstands this Agreement ar | orporated by reference herein, es all prior written or verbal ago nd the Master Service Agreeme apply as set forth in Section | reements or understanding ent, and agrees to all of the | gs. Customer acknowle terms and conditions | edges that Cu of the forego | stomer has re | ceived, read, and |
| v.integratelecom.com, inco Agreement, and superseder erstands this Agreement ar y Termination fees may attimated Monthly Charges led dependent on service rations and upgrades. Mor ervices. For more informat | es all prior written or verbal agr nd the Master Service Agreeme apply as set forth in Section do not include: federal, state, a type in an amount not to excee nthly long distance charges are tion about taxes, surcharges, ar | reements or understanding ent, and agrees to all of the a 15 of the Integra GSA S and local taxes and fees, fe ed 6.95% (10.99% in Colora estimated based on custo | gs. Customer acknowle e terms and conditions schedule Service Agr ederal USF, or the Integ ado) of monthly charge mer's estimated use. | edges that Cur of the forego eement. ra-imposed N s, which assis | stomer has red ing document letwork Access ts in supportin | ceived, read, and s and policies. s Assessment (Na eg network |
| v.integratelecom.com, inco Agreement, and superseder erstands this Agreement ar y Termination fees may timated Monthly Charges led dependent on service rations and upgrades. Mor | es all prior written or verbal agr nd the Master Service Agreeme apply as set forth in Section do not include: federal, state, a type in an amount not to excee nthly long distance charges are tion about taxes, surcharges, ar | reements or understanding ent, and agrees to all of the a 15 of the Integra GSA S and local taxes and fees, fe ed 6.95% (10.99% in Colora estimated based on custo | gs. Customer acknowle e terms and conditions schedule Service Agr ederal USF, or the Integ ado) of monthly charge mer's estimated use. | edges that Cur of the forego eement. ra-imposed N s, which assis | stomer has red ing document letwork Access ts in supportin | ceived, read, and s and policies. s Assessment (Na eg network |

Print Name

Integra Telecom Acceptance James Bascom

REQUIRED - Responsible Party email: vanzaudto (earning and escape de seguing and escape

Voice and Internet Services Agreement - Page 1

GSA Schedule Number: GS35F0142X



Integra Telecom* 3540 E Baseline RD #150

Phoenix, AZ 85042

| Customer Name: E-Institute of | of Glendale | Phone 602-889-6000 |
|-------------------------------|---------------------|-----------------------|
| eet Address/Suite | 3515 W. Union Hills | Toll Free 877-277-112 |
| | | 6000 |

Street Address/Suite_ City / State/ Zip: Glendale 36 Month Term 85308 Select Your Integra Telephone Number: 602-459-5026 do (602) 843-3077 [7] 24 Month Term

| AE Name / Phone # | CANADA PARA CALIFORNIA DE CANADA PARA PARA CANADA PARA CANADA PARA CANADA PARA PARA CANADA PARA CANADA PARA CANADA PARA CANADA PARA CANADA PARA PARA PARA PARA PARA PARA PARA P | | D-A-Market and a second | | MODERN PARAMETER | | available o | d Internet not n 12 month term) | |
|---|---|---------------------------|-----------------------------------|------------------------------|------------------|---|-------------|--|-----------------------|
| Voice Services Basic Business Line | | | | | | Monthly Charge | Quantity | Estimated Monthly Charges ¹ | Activation Charges |
| | 36 Month Service Price | 24 Month Service Price | 12 Month Service Price | Activation Charge | | | | | |
| asic Business Lines | □ \$23.99 | □ \$25.99 | \$26.99 | \$45.00 | \$ | 23,93 | 5 | \$ 119.65 | \$ - |
| nterstate Access Charge | | \$6.20 | Per 88L | ļ | \$ | 6.20 | 5 | \$ 31.00 | |
| nterconnection Fee | | \$3.95 | Per BBL | | \$ | 3.95 | 5 | \$ 19.75 | |
| | | Servi | ce Price | | | | | | |
| eature Package Plus (Pe | r Account) | \$1 | 3.50 | \$15.00 | | | | | |
| eature Package (Per Line | e) | \$ | 3.00 | \$15.00 | | | | | |
| Call Blocking Internation | | \$(| 00,00 | \$0.00 | | \$0.00 | 1 | \$0.00 | \$0.00 |
| oice Messaging Package Menu + 1-3 Basic Boxes | Car-v | \$2 | 0.00 | \$25.00 | | | | | |
| /oice Messaging Package Menu + 1-3 Premium Box | | \$3 | 0.00 | \$25.00 | | | | | |
| nternet Services | | 36 Month Service Price | 24 & 12 Month Service Price | Estimate Activation Charge | d Subt | otals ¹ Voic | e Services | \$ 170.40 | |
| OSL Express Ultra Up to 3M/768K | | □ \$44.95 | \$49.95 | Charge | | | 1. | | |
| SL Express Pro | | □ \$34.95 | □ \$39.95 | | | | | | |
| SL Express Up to 512K/512K | | \$24.95 | \$29.95 | | | *************************************** | | | |
| | | 36 Month Service Price | 24 Month Service Price | Activation Charge | | | | V | |
| Broadband Internet Band Up to 25M/2M | | \$89.95 | \$94.99 | | | | | | |
| Broadband Internet Band Up to 15M/2M | | □ \$69.95 | \$74.95 | | | | | | |
| Broadband Internet Band Up to SM/2M | dwidth | □ \$49.95 | \$54.95 | ¥1 | | | | | |
| Equipment Rental OR Ac | tivation | \$5.0 | 0 . OR | \$99.00 | | | | | |
| SP Paçkage | | \$9.9 | 95 . | \$10.00 | | ** | | | |
| P Addresses - Single | | · \$4.0 | 00 | \$5.00 | | | | | |
| P Addresses - Bundle of | 8 | \$15.0 | 00 | \$30.00 | | | | | |
| | | | | Estimated : | Subtota | ıls¹ Intern | et Services | | |
| Broadband Phone Number | s: | | | | | | | | |
| DSL Phone Number: | | | | 0 | | | _ | | |

| Customer Name: | | | | | | 1.E | LECOM | |
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| AE Name: | and the state of t | | | | | | | |
| 1. | ang Distance Services | | | | | | | |
| Domestic Inbound/Outbo | ong Distance Services | T | | | | | | |
| | | | \$.06 Per Minute | | | 哲 | | |
| Domestic Inbound/Outbo | und 1+ (intrastate) | | \$.06 Per Minute | | | | | |
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| | | | | | | Monthly | Activ | ation |
| | Service Price | e | 1 | Monthly Charge | Quantity | Charges ¹ | Cha | rges |
| Toll Free Number | \$5.00 | | | | | | | |
| Includes Integra Internati | onal Plan D - Standard Integra Ir | nternational Rate | Plan. Rates vary | by country. | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | CHARGES S | UMMARY | | | | | |
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| Activation Charges Discount | | Activation Charges | | | | narges ¹ | \$ | 170. |
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| DIRECTORY PRIMARY LISTIN | nd | | | | | Addit | ional Listings A | ttached |
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| City, State, Zip | | | | | | | Published \$2.35 | |
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Voice and Internet Services Agreement - Page 1

GSA Schedule Number: GS35F0142X



Integra Telecom* 3540 E Baseline RD #150

| | | | 3 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | |
|--|--|--|---|---|
| Customer Name: E-Institute C | Phone 602-889-6000 | | | |
| Street Address/Suite | 6213 S. Miller Road, Suite 109 | Toll Free 87 | 7-277-1122 | |
| City / State/ Zip: Buckeye | , AZ | 85326 | _Select Your Integra | 26 Month Term |
| Telephone Number: 602-439-50 | Services Term | 24 Month Term | | |
| AE Name / Phone #: +UB | (Broadband Internet not | 12 Month Term | | |
| | | | available on 12 month to | (mi∉ |
| Charles of the Control of the Contro | таны жана тана тана жана жана жана жана жана | THE PARTY OF THE P | Minimum and the second | particularly representation between the particular and the particular |

| AE Name / Phone #: | | | | | | available o | n 12 month term) | 12 Month Term | |
|---|---------------------------|-----------------------------------|----------------------|---------------------------|------------|--------------|--|-----------------------|--|
| Voice Services Basic Business Line | | | | Monthly Charge Quantit | | Quantity | Estimated Monthly Charges ¹ | Activation Charges | |
| 36 Month Service Price | 24 Month Service Price | 12 Month Service Price | Activation Charge | | | scanning | | | |
| asic Business Lines \$23.99 | □ \$25.99 | \$26.99 | \$45.00 | \$ | 23.93 | 5 | \$ 119.65 | \$ - | |
| nterstate Access Charge | \$6.20 | Per BBL | | \$ | 6.20 | 5 | \$ 31,00 | | |
| nterconnection Fee | \$3.95 | Per BBL | | \$ | 3.95 | 5 | \$ 19.75 | | |
| | Servi | ce Price | | | | | | | |
| eature Package Plus (Per Account) | \$1 | 3.50 | \$15.00 | | | | | | |
| eature Package (Per Line) | \$ | 3.00 | \$15.00 | | | | | | |
| all Blocking International - All Services | \$0 | 0.00 | \$0.00 | | \$0.00 | 1 | \$0.00 | \$0.00 | |
| oice Messaging Package A: Nenu + 1-3 Basic Boxes | \$2 | 0.00 | \$25.00 | | | | | | |
| Voice Messaging Package D: Venu + 1-3 Premium Boxes | \$3 | 0.00 | \$25.00 | | | | | | |
| nternet Services | 36 Month Service Price | 24 & 12 Month Service Price | Activation Charge | a Jubio | reas voic | ce Services | | | |
| OSL Express Ultra Up to 3M/768K | □ \$44.95 | \$49.95 | | | | T | | | |
| SL Express Pro | ☐ \$34.95 | [] \$39.95 | | - | | <u> </u> | | | |
| Up to 1.5M/768K USL Express | \$24.95 | \$29.95 | | \vdash | ****** | | | | |
| Jp to 512K/512K | 36 Month Service Price | 24 Month | Activation Charge | | | | <u> </u> | L | |
| roadband Internet Bandwidth Up to 25M/2M | \$89.95 | \$94.99 | Charge | | ****** | T | | | |
| roadband Internet Bandwidth Jp to 15M/2M | □ \$69.95 | ☐ \$74.95 | | | ********** | | | | |
| roadband Internet Bandwidth Up to SM/2M | □ \$49.95 | □ \$54.95 | | | | | | | |
| quipment Rental OR Activation | \$5.0 | OR OR | \$99.00 | | 1110 | | | | |
| SP Package | \$9.9 | 15 | \$1.0.00 | | | | | | |
| P Addresses - Single | \$4.0 | 00 | \$5.00 | | | | | | |
| P Addresses - Bundle of 8 | \$15.0 | 00 | \$30.00 | | | | | | |
| | **** | | Estimated : | Subtota | ls¹ Intern | et Service | S | | |
| Broadband Phone Numbers: | | | | | | | | | |
| DSL Phone Number: | | | **** | | | _ | | | |

Page 1 of 2

| | Voice and Internet Services Agreement - Page 2 Customer Name: | | | | | <u>integra</u> | | |
|--|---|--|--|--|--|--|---|---------------------------------|
| AE Name: | | | | tomatic to the second | | 1 2 | LECOM | |
| 100 | ar Distance Sandace | | | | | | | |
| Domestic Inbound/Outbou | ng Distance Services | | | 1 | | | | |
| | | | \$.06 Per Minute | | | | | |
| Domestic Inbound/Outbou | nd 1+ (intrastate) | | \$.06 Per Minute | | | | | |
| | | | | | | Estimated | | |
| | Candas Bris- | | | | | Monthly | Activatio | |
| Toll Free Number | Service Price \$5.00 | 1 | | Monthly Charge C | luantity | Charges ¹ | Charges | \neg |
| | nal Plan D - Standard Integra Inte | rantional Para F | Non Datas una | | | | 1 | |
| | | | | | | | | |
| | | CHARGES SU | IMMARY | | | | | _ |
| Activation Charges Discount | | Activation Charges | |] | | ed Monthly arges ¹ | \$ 17 | 0.40 |
| DIRECTORY PRIMARY LISTING | 5 | Owner with the second of the second | | | - | ☐ Addito | ional Listings Attach | ed |
| Company Name | | | | | | Publis | hed | |
| Address City, State, Zip | | · | | | | 1000 | Published \$2,35 Per Usted \$1.85 Per Moi | |
| Telephone Number to List | | | | | | ONET | | ui |
| | | | | Confirm Directory: _ | | - | | |
| stomer represents and warran | into the above unormation is true | and conject and | | | | | I make manual tasks as | 0.00 |
| nt to use any name as a direct in the use of such listing. Integra does not warrant that the lings shall be limited to the chormat unless contacted by the sagreement including Integrated which the sagreement, and supersedes derstands this Agreement and riy Termination fees may a settimated Monthly Charges day, applied dependent on second and upgrades. Monthly charges and upgrades. | e appropriate directory publisher story listing and agrees to hold integra will take reasonable steps to he listing will be error-free. Integrange for that listing during the efthe Customer to revert to a detail ra's Master Service Agreement, as all prior written or verbal agreed the Master Service Agreement, apply as set forth in Section 15 to not include: federal, state, and ervice type in an amount not to estably long distance charges are estably listing and extraction of the listing and ervice type in an amount not to estably long distance charges are estably listing agreed the listing and extraction of the listing listing and extraction are considered. | is and directory segra free and his ensure that the ra's liability for effective life of the led invoice option schedules or institute a binding ments or unders and agrees to a for the Integral local taxes and xceed 6.95% (10 timated based of the direction of the line o | assistance data armiess of and is above information on the arrors or omissis edirectory control. attachments he ag commitment standings. Custo all of the terms as a GSA Schedulifees, federal US. | bases. Customer from any claims, letton appears in the constitution of the customer of the customer and integral between integral between integral or acknowledge and conditions of a Service Agreem of the integral of the in | assumes for several designs of the several de | ull responsible, or liability actory to be paish, in Custon. Integra will and proceduriner, effective atomer has reing document document assists in such assis | that may result a sund policies as Assessment upporting networks. | g the lit ever, nmary on of and |
| nt to use any name as a direct in the use of such listing. Integra does not warrant that the lings shall be limited to the chormat unless contacted by the same of | e appropriate directory publisher story listing and agrees to hold integra will take reasonable steps to be listing will be error-free. Integrange for that listing during the efthe Customer to revert to a detail ra's Master Service Agreement, as reporated by reference herein, cores all prior written or verbal agreed the Master Service Agreement, apply as set forth in Section 15 to not include: federal, state, and ervice type in an amount not to exthly long distance charges are est on about taxes, surcharges, and frice Agreement | is and directory segra free and his ensure that the ra's liability for effective life of the led invoice option schedules or institute a binding ments or unders and agrees to a for the Integral local taxes and xceed 6.95% (10 timated based of the direction of the line o | assistance data armiess of and is above information on the arrors or omissis edirectory control. attachments he ag commitment standings. Custo all of the terms as a GSA Schedul. fees, federal US. 2.99% in Coloracion customer's estatomer's estatomer's estatomer's estatomer's estatomary of the customer's estatomary of the customary of th | bases. Customer from any claims, letton appears in the constitution of the customer of the customer and integral between integral between integral or acknowledge and conditions of a Service Agreem of the integral of the in | assumes for several designs of the several de | ull responsible, or liability actory to be paish, in Custon. Integra will and proceduriner, effective atomer has reing document document assists in such assis | that may result a sund policies as Assessment upporting networks. | g the It ever, nmary on of and |
| nt to use any name as a direct in the use of such listing. Integra does not warrant that the lings shall be limited to the chormat unless contacted by the safeteness of the s | e appropriate directory publisher story listing and agrees to hold integra will take reasonable steps to he listing will be error-free. Integrange for that listing during the efthe Customer to revert to a detail ra's Master Service Agreement, as all prior written or verbal agreed the Master Service Agreement, apply as set forth in Section 15 to not include: federal, state, and ervice type in an amount not to estily long distance charges are est on about taxes, surcharges, and f | is and directory regra free and his ensure that the ra's liability for effective life of the led invoice option where the structure a binding ments or unders and agrees to a for the Integral local taxes and exceed 6.95% (10 timated based of the splease visit: | assistance data armiess of and is above information on the arrors or omissis edirectory control. attachments he ag commitment standings. Custo all of the terms as a GSA Schedul. fees, federal US. 2.99% in Coloracion customer's estatomer's estatomer's estatomer's estatomer's estatomary of the customer's estatomary of the customary of th | bases. Customer from any claims, I thon appears in the constitution of the customer of the customer and integral between integral between integral or acknowledge and conditions of a Service Agreem of the integral of the in | assumes for several designs of the several de | ull responsible, or liability actory to be paish, in Custon. Integra will and proceduriner, effective atomer has reing document document assists in such assis | that may result a sund policies as Assessment upporting networks. | g the It ever, nmary on of and |

OMA: Integra Telecom * Address: 3540 Baseline Rd Suite #150 City, St. Zip: Phoenix, AZ 85042 Phone: 602-515-0200

Toll Frae: 866-914-6834 Fax: 602-889-6042

Today's Date March 08, 2012 Account Name LEARNING MATTERS EDUCATIONS GROUP- CARDEN ICC Number 875135

Current Service Address 4744 W GROVERS AVE City, State, Zip PHOENIX, AZ 85308

Prepared By Kim Steele

Customer Contact Information

Business

Residential

Contact Name Jos Bennett Contact Number Email Address

Contract Term 36 Months Not Applicable

MOVE ORDER INFORMATION

New Service Address City, State *Requested Move Date Suite ZIp

*Minimum Business days required once contract is received and accepted by Integra.

Business Line: 15 Days DSL: 20 Days T1: 30 Days Proposal Current Pricing Add / Change to Service Local Services and Features One-Time Charges One-Time Discount Monthly Unit Cost Estimated ninly Unit Cost Estimated Discount Quantity Monthly Discount Monthly One-Time Basic Business Line \$23.99 \$143.94 \$23.99 \$0.08 \$143 58 Interstate Access Charge \$6.20 8 \$37.20 \$6.20 6 \$37.20 Interconnection Fee \$3.95 6 \$23.70 \$3.95 6 \$23.70 Estimated Subtotals for Local Service \$204.84 \$204.48 \$0.00 Toll Services Current I Per Minute Rate | Estimated Minutes | Estimated Monthly Per Minute Rate | Esamated Mi International Long Distance Interstate \$0.0600 Intrastate \$0.0600 Toll Free interstate \$0.0600 Toll Free Intrastate \$0.0600 Existing Pricing Integra Proposed Services Estimate Estimated Monthly Charges excluding taxes and surcharges (1) \$204.84 \$204.48 Notes: Term Length 36 Months GSA contract GS35F0142X **Directory Primary Listing** No Additional Listing Additional Listings Attached No change to existing listing Company Name Including a suite, room or other addition (Directory Information Listing) will incur an Telephone Number to List add'I monthly fee per line. Address "X" to include Suite & initial City, State Zip Listina Type

| Customer Acceptance: Timothy Smith | | 3/15/2012 |
|---|----------------------|-----------|
| Print Name | Authorized Signature | Date |
| Integra Telecom Acceptance: 15 Brint Name | Signature | 3/13/2017 |
| Lint Maine | Signature | Date |

Published

Non-Published

Non-Listed

Omit Address

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission, Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including integra's Master Service Agreement, any schedules or attachments hereto, and integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal USF, federal, state, and local taxes/fees, or the Integra-imposed Network Access Assessment (NAA), applied dependent on service type in an amount not to exceed 8.95% (10.99% in Colorado) of monthly charges. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

^{*} As Identified in the Master Service Agreement

OMA: Integra Telecom *
Address: 3540 Baseline Rd Suite #150
City, St, Zip: Phoenix, AZ 85042
Phone: 602-515-0200
Toll Free: 866-914-6834
Fax: 602-889-6042

Contact Name Joe Bennett Contact Number Email Address

Prepared By Kim Steele

Customer Contact Information

Today's Date March 13, 2012
Account Name E-INSTITUTE METRO CENTER - MPLS SITE 2
ICC Number 875136
Current Service Address 9201 N 29TH AVE
City. State, Zip PHOENIX, AZ 85051

Contract Term 36 Months

Not Applicable MOVE ORDER INFORMATION

New Service Address City, State *Requested Move Date

Suite Zip

*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days

| | | | | Proposa | | | | La Callegraphic | | | |
|--|--|------------------|----------------------------|--|-------------------------|------------------|---------------------|--------------------|--------------------------------|--------------------------------|-------------------------------------|
| 7 - 72 0 - 72 V | Current Pricing | | | | Add / Change to Service | | | | | | |
| Local Services and Features | Monthly Unit Cost | Term Discount | Quantity | Estimated Monthly | Monthly Unit Cost | Term Discount | One-Time Charges | One-Tin Discour | ne Quantity | Estimated Monthly | One-Time |
| Basic Business Line | \$23.99 | | 4 | \$95.96 | \$23.99 | \$0.06 | | | 4 | \$95.72 | |
| Interstate Access Charge | \$8.20 | | 4 | \$24.80 | \$6.20 | | | | 4 | \$24.80 | |
| Interconnection Fee | \$3.95 | | 4 | \$15.80 | \$3.95 | | | | 4 | \$15,80 | |
| Estimated Subtotals for Local Service | | | | \$136.56 | | - | | | | \$136,3 | 2 \$0.00 |
| Toll Services | Per Minute R | Curre | nt Pricing ed Minutes [| Estimated Monthly | Dar Minida I | Rate Estima | Add | /Спваде | to Service | nated Monthly | \$16 m |
| International Long Distance | 1 / St Milliard IV | Laduide | - mindes | Leamone wintingly | r or milione i | mra 1 Eanua | ALO MINULES | - | Estill | intern monuty | |
| Interstate Intrastate | \$0.0 \$0.0 | | | | | | :- | | | | |
| Estimated Monthly Charges excluding taxes and surcharges (1) | | | | | | Existing P | ricing | $\neg \neg$ | Integra Pro | posed Serv | ices Estimate |
| | | | | \$136.56 | | | \$136.32 | | | | |
| Notes: Term Length 36 Months GSA Contract GS35F0142X | | | | Andrew Construction of the | | | | | | *** | |
| Directory Primary Listing | No Additional | Listing [| Addition | al Listings Attach | ed W No | change to s | existing listing | ng | | - | |
| Company Name | | | | | Tanada EXTERNA | | | | s ruckas nakaran | Mest you take to the | NAMES OF A CONTRACT TO |
| Telephone Number to List | | | | | | | | | ncluding a su frectory Info | rite, room or mation Listin | other addition (g) will incur an |
| Address | "X" to include Suite & Initial add'l monthly fee per line. | | | | | | | | | | |
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OMA: Integra Telecom * Address: 3540 Baseline Rd Suite #150 City, St, Zip: Phoenix, AZ 85042 Phone: 602-515-0200

Prepared By Kim Steele

Toll Free! 866-914-6834 Fax: 602-889-6042

No.

Today's Date March 13, 2012
Account Name E-INSTITUTE CHARTER SCHOOL AT AVONDALE ICC Number 874847 Current Service Address 1435 N ELISEO C FELIX JR WAY

City, State, Zip AVONDALE, AZ 85323

Contract Term 36 Months

Customer Contact Information

Contact Name Joe Bennett Contact Number Email Address

| t Applicable | MOVE | ORDER | INFORMA" |
|---------------------|------|-------|----------|
| New Service Address | | | |

City, State *Requested Move Date Suite Zlp

*Minimum Business days required once contract is received and accepted by Integra. Business Line: 15 Days DSL: 20 Days T1: 30 Days

| | | | | Proposa | l | | | | | | |
|---|---|------------------|---------------|----------------------|-------------------------|---|---------------------|----------------------|-------------|---|------------|
| | Current Pricing | | | | Add / Change to Service | | | | | | |
| Local Services and Features | Monthly Unit Cost | Term Discount | Quantity | Estimated Monthly | Monthly Unit Cost | Term Discount | One-Time Charges | One-Time Discount | | Estimated Monthly | One-Time |
| Basic Business Line | \$45.00 | | 3 | \$135,00 | \$45,00 | \$21.07 | | | 3 | \$71.79 | |
| Interstate Access Charge | \$6,20 | | 3 | \$18.60 | \$6.20 | | | | 3 | \$18.60 | |
| Interconnection Fee | \$2.95 | | 3 | \$8,85 | \$2.95 | | | | 3 | \$8.85 | |
| Estimated Subtotals for Local Service | | | | \$162.45 | | | | | | \$99,24 | \$0,00 |
| Toll Services | Per Minute R | | ent Pricing | Estimated Monthly | Per Minute R | ate Estima | Add ted Minutes | /Change to | | itea Monthly | |
| International Long Distance | ; | | | | | | | | : | ****** | |
| Interstate Intrastate | \$0.0 | | | | | | | | | | |
| | \$0.0 | | | - Anna Val | | Existing Pi | icina | 1 // | ntegra Prop | osed Service | s Estimate |
| Estimate | ed Monthly Ch | arges exclud | ling taxes an | id surcharges (1) | | | | 62.45 | | | \$99.24 |
| Notes: Term Length 36 Months GSA number GS35F0142X | | | | | | | | | | | |
| Directory Primary Listing | No Additional | Listing | Addition | al Listings Attach | ed No | change to e | existing listi | ng | | | |
| Company Name | | | | | | | | 1. | | NAME OF THE PARTY | |
| Telephone Number to List | Including a suite, room or other addition (Directory Information Listing) will incur an | | | | | | | | | | |
| Address | "X" to include Sulte & Initial add'1 monthly fee per line. | | | | | | | | | | |
| City, State Zip | | | | | | *************************************** | | | | | |
| Listing Type | Business | □R. | esidential | Publish | ed [| Non-Pu | blished | Non-L | isted | Omit Add | ress |
| Customer Acceptance: | Print Nam | jothy | Smil | th | Authorized | Signatur | ro . | | Da | 3 5 To S | 2012 |
| | Print Nam | 3 | | | Signature | Will and | | | Da | te / | 1 |

Customer represents and warrants the above information is true and correct and grants Integra the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory-listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission, integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Intagra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between Integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal USF, federal, state, and local taxes/fees, or the Integra-imposed Network Access Assessment (NAA), applied dependent on service type in an amount not to exceed 8.95% (10.99% in Colorado) of monthly charges. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

^{*} As Identified in the Master Service Agreement

OMA: Integra Telecom *
Address: 3540 Baseline Rd Suite #150
City, St, Zip: Phoenix, AZ 85042

Phone: 602-515-0200 Toll Free: 866-914-6834 Fax: 602-889-6042

Fax

(integra

Not Applicable

Today's Date March 13, 2012
Account Name E-INSTITUTE CHARTER SCHOOL AT TEMPE
ICC Number 874853

Current Service Address 1815 E SOUTHERN AVE City, State, Zip TEMPE, AZ 85282

Contract Term 36 Months

MOVE ORDER INFORMATION

Customer Contact Information

Contact Name Joe Benneit Contact Number Email Address

Prepared By Kim Steele

New Service Address Cily, State *Requested Move Date

Suite Zìp

*Minimum Business days required once contract is received and accepted by Integra.

Business Line: 15 Days DSL: 20 Days T1: 30 Days

Proposai Current Pricing Add / Change to Service Monthly Unit Cost Local Services and Features Term Monthly Unit Term One-Time One-Time Discount Monthly Cost Discount Charges Discount Monthly Cne-Time Basic Business Line \$23,99 \$71.97 \$23.99 \$0.08 \$71.79 Interstate Access Charge \$6,20 3 \$18,60 \$6.20 3 \$18.60 Interconnection Fee \$3.95 3 \$11.88 \$3.95 3 \$11.85 Estimated Subtotals for Local Service \$102,42 \$102.24 \$0.00 ed Minutes | Estimated Monthly | Per Minute Rate | Estimated Minutes International Long Distance Interstate \$0.0600 Intrastate \$0,0600 Existing Pricing Integra Proposed Services Estimate Estimated Monthly Charges excluding taxes and surcharges (1) \$102,42 \$102.24 Term Length 36 Months GSA Contract GS35F0142X Directory Primary Listing No Additional Listing Additional Listings Attached No change to existing listing Company Name Including a suite, room or other addition Telephone Number to List (Directory Information Listing) will incur an add'I monthly fee per line. Address "X" to include Suite & Initial City, State Zip Listing Type Business Residential Published Non-Published Non-Listed Omit Address Customer Acceptance: Authorized Signature Integra Telecom Acceptance: Signature Date

Customer represents and warrants the above information is true and correct and grants Integral the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Integra free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Integra will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Integra does not warrant that the listing will be error-free. Integra's liability for errors or omissions, including failure to publish, in Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Integra will provide a summary bill format unless contacted by the Customer to revert to a detailed invoice option.

This Agreement including Integra's Master Service Agreement, any schedules or attachments hereto, and Integra Telecom's policies and procedures located at www.integratelecom.com, incorporated by reference herein, constitute a binding commitment between integra Telecom and Customer, effective upon execution of this Service Agreement, and supercede all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer acknowledges that Customer has received, read, and understands this Agreement and the Master Service Agreement, and agrees to be bound by all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 15 of the Integra Master Service Agreement.

(1) Estimated Monthly Charges do not include: federal USF, federal, state, and local taxes/fees, or the Integra-imposed Network Access Assessment (NAA), applied dependent on service type in an amount not to exceed 8.95% (10.99% in Colorado) of monthly charges. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

^{*} As Identified in the Master Service Agreement



911 EMERGENCY SERVICE ADVISORY & ACKNOWLEDGEMENT FOR INTEGRA TELECOM INTERCONNECTED VOIP SERVICES (Voice Applications for VPN Solutions)

The Federal Communications Commission ("FCC") requires Voice over Internet Protocol ("VoIP") providers inform their customers of the potential limitations of 911 service when access is attempted over a VoIP connection compared with traditional 911 service over the public switched telephone network ("PSTN").

The FCC also requires VoIP providers to obtain and keep a record of affirmative acknowledgement by every customer using VoIP services that the customer has received and understood this advisory as required by the FCC. Failure of the Customer to sign and return this acknowledgement to Integra may result in delay of service installation or suspension of service until the signed acknowledgement is received.

ADVISORY:

WARNING: VoIP SERVICES MAY NOT PERMIT YOU TO ACCESS 911 SERVICE IN CERTAIN SITUATIONS; DEATH OR SERIOUS INJURY MAY OCCUR IF CUSTOMER DOES NOT HAVE AN ALTERNATIVE MEANS OF 911 SERVICE.

Customer acknowledges the following regarding potential limitations of 911 Access through VoIP service:

- Availability of electrical power: In an event of an electrical power failure or disruption, 911 dialing may
 not be available to Customer until power is restored. Customer may also need to reset or reconfigure network
 equipment to restore 911service.
- Service outage: 911service may not be available during a service outage, including situations beyond Integra's reasonable control and ability to predict, such as fiber cuts, weather/storm outages, or equipment malfunctions.
- Outside Integra's 911 service areas: If Customer makes a 911 call outside the 911 service areas (PSAPs, or public safety answering points) served by Integra's networking switching equipment the 911 call may fail.
- Mobile, Nomadic, Non-fixed, or Relocated Telephones: If Customer utilizes mobile or non-fixed telephone handsets, or physically moves the telephone handsets to a new location, the 911 emergency response address associated with the handsets' telephone numbers may be incorrect. For 911 service to work properly, the 911 emergency response or service address within the 911 Database must correspond to the physical location of the calling party.

- Customer's Incorrect Registration or Failure to Update Its Emergency Response, Service Location, or Address Information Within the 911/E911 Database: If Customer, or its third party PS/ALI provider, fails to maintain or provides incorrectly emergency response location information for station-side phone numbers or DIDs within the 911 database, the 911 call may fail.
- E911 Provisioning Intervals: Following service activation, the provisioning of E911 service (updating the E911 Database) may be delayed.
- Warning Stickers: Customer will receive prior to service turn up, warning stickers explaining that 911 service may not be available from a VoIP connected phone/station and place such stickers on or near such customer-provided equipment.
- Alternate Means of Reaching 911 Services: Customer has an alternative means of contacting 911 emergency services that does not rely on VoIP services.

INTEGRA'S LIMITATION ON LIABILITY: INTEGRA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES, WHETHER BASED IN TORT OR CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO INTEGRA DURING THE MONTH OF THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL INTEGRA BE LIABLE TO THE CUSTOMER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY LOSS OR DAMAGE TO PROPERTY, RELATING TO OR RESULTING FROM THE CUSTOMER'S FAILURE OR INABILITY TO USE VOIP SERVICE TO PLACE 911 EMERCENCY SERVICE CALLS.

Customer has read, understood, and agrees to the foregoing, and further agrees to indemnify, hold harmless, and defend Integra, its officers, directors, parent and/or affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney fees, and attorney fees on appeal) whether based in contract, tort or otherwise, arising out of or in connection with Customer's use and/or Customer's end users or third parties resale or sharing of the Services, including any claims related to any failure to complete a 911 or E911 emergency call.

Acknowledged and Agreed:

Customer

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Time drosi dont

Letter of Authorization



ntegra Telecom* 1510 E Baseline NO 8150 Phoneix, AZ 05042 Phone 602-032-5000 Toll Free 677-277-1122

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Integra Talecom* 35/0 R Bluelino HD #130 Phona 602-639-6000 ToX Free 077-277-1122



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Injugra Telecom Acceptance

3/15/2012

INTEGRA TELECOM MASTER SERVICE AGREEMENT

Integra Telecom, Inc., by and through it subsidiaries, including Blectric Lightwave, LLC and Eschelon Telecom, Inc. (hereinafter "INTEGRA") and Customer, hereby agree to the following terms and conditions for INTEGRA services to Customer.

- 1. EFFECTIVE DATE, SERVICES, AND SERVICES TERM. This Master Service Agreement, along with the order for service ("Service Agreement(s)"), any attachments, the policies and procedures found on INTEGRA's website: www.integratelecom.com, and any filed tariffs, price lists or schedules, comprise the entire agreement between the parties ("Agreement") for the communication services described herein. This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements; oral or written, between the parties related hereto. INTEGRA reserves the right, in its sole reasonable discretion, to reject any service agreement. This Agreement is fully binding and enforceable as of the date the Service Agreemental's lis signed by both parties ("Effective Date"). INTEGRA agrees to provide to Customer (subject to availability and adequacy of underlying service) and Customer agrees to procure from INTEGRA the communication services as described herein, at the locations set forth, ("Services") for the number of months set forth ("Services Term"), all as detailed on the Service Agreement(s) incorporated as part of this Agreement. The Services Term commences upon installation of the Services by INTEGRA ("Installation of Services"). INTEGRA will use reasonable efforts to install the services on the date agreed upon by the parties. INTEGRA does not guarantee that Services will be installed and provisioned on Customer's desired due date. Subject to the early termination provisions set furth herein, at the end of the Services Term, this Agreement will automatically continue on a month to month basis ("Reaewal Services Term") until terminated by either party with at least (30) days advance written notice to the other party. Unless otherwise provided by law, Customer shall, upon providing INTEGRA notice of termination of Services, be responsible for gayment from the Service End Date (date of disconnection) to the end of the 30 day notice period. In the event of early termination, the early termination fee shall be
- 2. RATES. CHARGES, BILLING AND PAYMENT. Rates and charges are described in this Agreement. INTEGRA will notify Customer when Customer's circuit has been delivered and Installation of Service has thus occurred. Upon delivery of the circuit, Customer agrees to convert its telecommunications services and comment to a specific conversion date. Customer further agrees that billing will commence with INTEGRA's first regular billing cycle after Installation of Service regardless of the Customer's actual conversion date. Monthly recurring charges ("MRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, or are usage based, such charges will be billed on the next invoice thereafter. Customer is responsible for payment of all originating and terminating calls to Customer's number(s). Payments are due on the Payment Due By date set furth on the INTEGRA invoice. Customer must provide payment in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify INTEGRA within 90 days of the date of the invoice containing the dispute delarge. INTEGRA will promptly investigate and notify Customer of the results of its investigation. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. INTEGRA will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. INTEGRA was assessed as of the original Due By Date, against any disputed amount denied by INTEGRA. INTEGRA has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and off costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Customer hereby authorizes INTEGRA to conduct a credit search and agrees to provide INTEGRA with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial oredit bureau rating. This Agreement is subject to credit approval. INTEGRA hapt require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any INTEGRA-provided Customer Premise Equipment. When Customer establishes acceptable credit history or upon termination of this Agreement, INTEGRA will return the balance of the deposit, if any, to Customer along with interest as required by law.

INTEGRA shall not be liable for any third party charges arising from or related to the termination of any previous agreement for relecommunications services or the failure of Customer to terminate any previous agreement for telecommunications services.

If any property owner, under which Customer is a tenant, assess a fee against INTEGRA in order to, or as a result of, the provisioning of any Services to Customer. INTEGRA may pass through such charges to Customer.

- 3. CHANGES IN RATES, TERMS AND CONDITIONS. INTEGRA may change its rates, terms aud/or conditions (including policies and procedures found at www.integratelecom.com) upon 30 days notice to Customer. Use of [NTEGRA services after the thirty (30) day notice period shall be deemed consent to the changed rates, terms and conditions.
- 4. FRAUD. TELEPHONE NUMBERS AND DIRECTORY LISTINGS. Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

INTEGRA shall take all reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking service for the first time at a location, INTEGRA makes no warranties regarding assignment of particular telephone numbers to Customer. INTEGRA shall not be liable to Customer for any change in telephone numbers due to actions of any vendor or supplier of services to INTEGRA. Customer's reliance upon and/or use of any Service numbering information prior to installation and acceptance of Service is at the Customer's sole risk.

INTEGRA shall not be liable for any inaccurate or dropped listings of any publisher/directory database. INTEGRA shall not be liable for any errors or ordinations whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s). Additional coats may be assessed for publisher/directory database listing charges.

5. TAXES, SURCHARGES AND ASSESSMENTS, Customer is responsible for payment of any and all federal, state and local taxes, or surcharges (excluding INTEGRA income taxes). INTEGRA will collect all such taxes, charges, and surcharges unless Customer provides INTEGRA with proof of exemption. Customer will indomnify INTEGRA for any and all costs, claims, taxes, charges, and surcharges levied against INTEGRA relative to such exempt status. Surcharges and assessments, which are not required by regulatory agencies, but which INTEGRA is permitted to charge to recover expenses, may be applied. All such charges will be set forth on a detailed invoice.

AMENDMENT To MASTER SERVICE AGREEMENT

THIS AMENDMENT TO MASTER SERVICE AGREEMENT (this "Amendment") is made and entered into as of the 14th day of March, 2012 (the Effective Date"), by and between Integra Telecom Holdings, Inc., by and through its subsidiaries ("INTEGRA"), and Learning Matters Educational Group ("Customer"), to amend the Service Agreements dated March 14, 2012, and the Master Service Agreement (the "MSA") incorporated therein (the Service Agreement and the MSA shall collectively be referred to as the "Agreement"), entered into by the Parties (each of INTEGRA and Customer may be referred to as a "Party," and collectively as "Parties"). Any capitalized terms used in this Amendment, unless otherwise specified, shall have the same meaning as set forth in the Agreement.

WHEREAS, the Parties agree to amend the Agreement to address certain issues unique to Customer as set forth herein and as a condition to Customer entering into the Agreement;

NOW THEREFORE, the Parties agree as follows:

 Section 15 of the MSA hereby is amended to add the following as the last paragraph of that Section"

"In the event of E-Rate funding denied or non-appropriation that causes Customer to condense its business and significantly reduces the volume or change the nature of telecommunications services required by Customer, with the result that Customer will be unable to meet its revenue and/or volume commitments under this Agreement, Customer, upon thirty (30) days' prior written notice to INTEGRA, will have the right to reduce its telecommunications service without penalty or early termination fees provided under this Agreement. Customer will send INTEGRA written notice of such change with such supporting documentation as reasonably requested by INTEGRA.

Notwithstanding the foregoing, the preceding paragraph will not apply to a change resulting from Customer's deliberate movement of services similar to the Services from INTEGRA to another telecommunications provider. Customer will give INTEGRA written notice of conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges incurred by Customer prior to the date of any change or termination of the Services."

All provisions of the Agreement will remain in full force and effect except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

Learning Matters Educational Group

Name: Timothy A Smith

Title:

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Integra Telecom Holdings,

Name: James Bascom

Title: Director, Enterprise Sales

E-Rate Consultant Letter of Agency Fiscal Year 2013 – 2014

To Whom It May Concern:

Learning Matters Education Group (hereinafter, *Applicant*) hereby authorizes ETECHCO, INC. and its authorized representatives (hereinafter, *Consultant*) to discuss, prepare, and submit all appropriate E-rate forms and to interact with the Schools and Libraries Division of the Universal Service Administrative Company on its behalf. This agreement is valid for any E-Rate related task that occurs while this agreement is in force, regardless of E-Rate funding cycle. This letter of agency shall remain effective through 6/30/2014 unless superseded or terminated sooner, with thirty written days notice, by either party.

This letter of agency authorizes Consultant to interact with the Schools and Libraries Division of the Universal Service Administrative Company, as well as eligible service providers, on behalf of Applicant. It authorizes all necessary and appropriate E-Rate application activities (such as Solicitation of bids from prospective service providers) for the Funding Year described above, as well as follow-up actions, as needed, relating to all prior Funding Years. It authorizes preparation and submission of all appropriate forms (470, 471, 486, 472, 500, Letters of Appeal, and so on), and correspondence with Program Integrity Assurance (PIA) and SLD audit personnel. It applies to all categories of service (Telecommunications, Internet Access, Internal Connections, and Basic Maintenance of Internal Connections) that are eligible for the E-Rate discount program.

In preparing application materials and other responses on behalf of Applicant, it is understood that Consultant shall necessarily rely on the accuracy of all relevant information provided by Applicant (including the Applicant's employees, contractors, service providers, and other authorized representatives) including, but not limited to: enrollment data, free reduced lunch eligibility, service provider agreements, compliance with the Child Internet Protection Act (CIPA) and local competitive bidding regulations and practices. Consultant agrees to exercise reasonable diligence in documenting and verifying such information. It is further understood that the responsibility for E-Rate document certifications and for the veracity of certification statements remains with Applicant, regardless of the method used to certify such statements (such as paper signatures versus electronic submission using a PIN).

Applicant understands that, in submitting E-Rate forms on its behalf, Consultant is being authorized and directed to make certain material certifications on behalf of Applicant.

<u>In executing this Letter of Agency, the authorized signer for Applicant, whose name and title</u> appear below, hereby makes the following certifications:

- (a) I certify that Applicant's school(s) is/are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801, (18) and (38); that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million dollars.
- (b) I certify that Applicant's schools has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Applicant is passing through the non-discounted charges for the E-Rate services requested in conjunction with this Letter of Agency, that the entities represented by Applicant have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

- (c) I certify that our school(s) is/are covered by a technology plan(s) that is/are written, that covers all 12 months of the funding year, and that had/have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service. The plan(s) is/are written at the following level(s):
- an individual technology plan for using the services requested in this application; and/or a higher-level technology plan(s) for using the services requested in this application; or no technology plan required by Commission Rules.
- (d) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 (et seq.).
- (e) I certify that our school(s) had/have complied with, and will continue to comply with, all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least five years after the last: day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I acknowledge that the Consultant's good faith efforts to maintain electronic archival backup copies of such records shall not in any way reduce the Applicant's obligation to maintain its own records.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated ii-1 any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form

- 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. 54.506Cc).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (I) I certify that Consultant is authorized to perform electronic certification of forms on behalf of Applicant, upon being provided with Applicant's PIN number, and that I understand that such authorized electronic certification shall be interpreted as legally equivalent to my own hand-written signature on a paper form.
- (m) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to Consultant for E-rate submission is true.

| Consultant | ETECHCO, INC. |
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| Authorized Signature | Richar Chroule |
| Printed Name | Richard Van Sickle |
| Title: | President |
| Date: | May 15, 2013 |
| | |
| Applicant | Learning Matters Education Group |
| Authorized Signature | |
| Printed Name | |
| Title: | |
| Date: | |